



**OWNERS FORM OF VERTICAL TRANSPORTATION
MAINTENANCE CONTRACT AND SPECIFICATIONS
FULL COVERAGE
FOR
WAKE COUNTY
RALEIGH, NORTH CAROLINA**



**REQUEST FOR PROPOSALS
BID #**

**Full Coverage Preventive and Corrective Elevator
Maintenance.**

Bid Acknowledgement and Signature Page

By execution and submission of this bid/proposal, the submitter agrees to the terms and conditions contained therein and agree to perform the services as described. This page to be properly executed by an individual empowered to bind the company to this bid/proposal and submitted with the bid/proposal.

Name (print) _____

Position / Title _____

Company _____

Signature _____ Date _____

VERTICAL TRANSPORTATION

FULL COVERAGE MAINTENANCE CONTRACT AND SPECIFICATIONS

Maintenance of Elevators – Full Coverage Contract and Specifications

_____ (hereinafter called the Contractor) shall furnish services to Wake County Government, Raleigh, North Carolina (hereinafter called the Purchaser) c/o _____ (hereinafter called the Purchaser's or Owner's Agent/Designee or Representative) on the vertical transportation systems and related equipment located at various locations in Wake County, as shown in Schedule "A and B" attached.

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PART 1 - GENERAL CONDITIONS

1.1 CONTRACT INTENT

- A. The purpose of this Contract is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the Purchaser shall compensate the Contractor for such services rendered.
- B. It is the intent of this Contract to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Purchaser the absence of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the Contract and practical requirements unless same is specifically excluded, prorated or deleted herein.
- C. Wake County agrees that (except during period of the inspection and work required by the terms of this contract, when and if Contractor's employees actually take charge of the Equipment), the control over, the management, observation and operation of the Equipment is and remains the full and sole responsibility of Wake County. Wake County will immediately shut down and remove any Equipment from service when it appears to Wake County to be unsafe or operating in a manner which might cause injury to anyone using said Equipment and it will give contractor written notice within a reasonable period of time of any accident, alteration, or change affecting the Equipment covered by this contract.
- D. This contract shall be binding upon the heirs, personal representative, successors, and permitted assigns of the parties hereto.
- E. The Contract shall become a valid and binding contract only when accepted and signed by Wake County and when subsequently approved and signed by an officer of Contractor. This contract shall not be changed, modified, or terminated and none of its terms or conditions shall be waived orally, but only in writing signed by Wake County and by an officer of Contractor,
- F. This contract shall constitute the entire Contract between the parties and all prior representations and Contracts, whether written or oral, are merged herein.
- G. Contractor shall submit a written description and cost estimate for any services needed that are outside the scope of this Contract and obtain the written approval of Wake County's representative prior to performing such repairs (exceptions may be made to this requirement and verbal approvals issued in the event of an emergency as determined by the Wake County's representative). Invoices which include charges for Wake County requested work not covered by the specification of this Contract are to be supported by records of "time and materials", with the identity of the person placing the call for such additional service and the approval signature of the designated representative.

1.2 DESCRIPTION

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.
- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. Words in the singular shall mean the plural whenever applicable or as the Contract so indicates.
- D. With the exception of only those items specifically identified as being performed by others, the Contract Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve the work specified by the Contract. In as much as it is understood that any incidental work necessary to execute the Contract is also covered by the Contract Specifications, the Contractor is cautioned to familiarize itself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Contract for work, services or procedures covered herein.
- E. Maintenance coverage shall include but is not limited to: a code compliant maintenance control program, preventive services, emergency callback services, inspection and testing services, repair and/or direct replacement component renewal procedures.
- F. Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this Contract with the Professionals' Seal and Stamp.

1.3 DEFINITIONS OF TERMS

- A. The term "Purchaser" or "Owner," as used herein, refers to Wake County, the person, organization, corporation or other entity representing building ownership and the relative responsibilities under this contract.
- B. The term Purchaser's or Owner's "Agent," "Designee," "Representative" or references of similar import, as used herein, refers to any outside agent hired or retained by the Owner(s) for the purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this contract.
- C. The term "Authority," "Governing Authority (GA)," "Authority Having Jurisdiction (AHJ)," or references of similar import, as used herein, shall mean the local government agency

responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.

- D. The term “Contractor,” “Elevator Contractor” or “Vendor” as used herein, refers to _____, any persons, partners, firm, corporation or officer (s) of such companies having an Contract with the "Purchaser / Owner" to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. The term “Subcontractor,” as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.
- F. The term “Consultant,” as used herein, refers to Elevator Consultant.
- G. The term “Contract,” “Contract” or “Contract Documents,” as used herein, consists of this specific document, pages 1 to 59, and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Contract.
- H. The term “Building Manager” or “Manager” as used herein refers to Wake County GSA.

1.4 CONTRACTOR’S LIMITATIONS

- A. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this Paragraph, will be performed at a fee not to exceed the rates provided in “Attachment 1”, including contractually allowable price adjustments to those rates.
- B. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at it sole cost and expense including overtime labor if requested by Wake County GSA.

1.5 ABBREVIATIONS AND SYMBOLS

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

AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
A.H.J.	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.6 CODES AND ORDINANCES/REGULATORY AGENCIES

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

1.7 QUALIFICATIONS

- A. The work shall be performed by a company specialized in the business of manufacturing, installing and servicing conveying systems of the type and character required by these specifications with a minimum of ten (10) years experience.
- B. All Contractors must provide a proposal and furnish the following items
1. Local branch structure with contact information
 2. List of field personnel (by classification) and training
 3. List of field personnel specifically trained on the equipment being furnished on this project.

- C. Prior written acceptance is required for manufacturers other than those listed, before quoting this project. Requests for acceptance will not be considered unless they are submitted before bid date and are accompanied by the following information:
1. List of five (5) similar installations having exact equipment being proposed for this project arranged to show name of project, system description and date of completed installation.
 2. Complete literature, performance and technical data describing the proposed equipment.
 3. List of ten (10) largest service accounts by building name, building Wake County GSA or Owner's Representative, including phone numbers.
 4. Location of closest service office from which conveying system will be maintained.
 5. Location of closest parts inventory for this installation.

1.8 CONTRACTORS PERSONNEL

- A. Contractor agrees that all services shall be performed by competent and properly trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a mechanic, or under the direction of a mechanic, who is, at a minimum, at the Journeyman level. Contractor agrees that onsite visitation by competent adjusters and Field Engineers may be warranted to allow for proper operation and adjustment of equipment to adhere to the contract and performance requirements in this Contract. In the event that the Owner becomes dissatisfied with the performance of any person assigned to perform services under this Contract, Contractor agrees, upon request from the Owner, to promptly assign other qualified personnel to perform these services.
- B. Contractor shall develop and employ a technical training class and schedule for all site employees specific to site equipment. Training should be performed a minimum of monthly for all employees and should last a minimum of one (1) hour. Training to include pre-challenge questions, instructional section, hands on or on the job section and post challenge questions. Copies of the training schedule and pre/post challenges shall be submitted to owner. Owner shall have the right to attend any and all technical training classes.
- C. Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition. Contractor's personnel shall have available, photo identification that confirms their current employment with the Contractor.
- D. Contractor agrees to provide workmen with technology devices such as pagers, phones, or other communication devices to be used as contact devices for Contractor and/or Owner. In addition, Owner may request all workmen to carry additional on site radios to allow for additional communication measures.

1.9 TERM AND CONTRACT COVERAGE

- A. Service under this contract shall commence on _____ and shall continue for a period of three (3) years. Wake County shall have the right to extend the term of this contract for an additional one or two twelve month periods upon the same terms and conditions by providing written notice to Contractor not less than ninety (90) days prior to the scheduled termination date.

- B. Failure to Perform: Contractor shall guarantee all work required during the contract period for the duration of the contract. Should Wake County determine during the contract period that any work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by Wake County, correct said difficulty within fourteen (14) days. Failure to correct the defect in fourteen (14) days shall be construed as default of the contract and Wake County may attach all or a portion of the performance bond to satisfy the contract requirements by obtaining the work from other sources. Wake County shall be the sole judge of failure to perform. Under no circumstance shall the Contractor be liable for loss, delay, or damage beyond Contractor's reasonable control.
1. Failure for the Contractor to perform work or performed work improperly (lack of tools, parts, knowledge) during the duration of the contract that leaves Wake County without elevator service at a specific facility, Wake County shall have the right without penalty to immediately remove that specific building at any time from this maintenance Contract and obtain services from other sources.
- C. Performance Bond: A performance bond equal to the contract price for one (1) year shall be furnished by the Contractor to Wake County prior to beginning of work. Such performance bond shall be payable to Wake County and shall remain in effect for the contract period. In the event of unsatisfactory performance or other default by the Contractor, Wake County may attach all or a portion of the bond in order to procure the required service from other sources.
- D. Owner or Purchaser may choose to modernize all or a portion of vertical transportation units during term of this Contract. Purchaser acknowledges if Contractor is considered in compliance with terms of this Contract, Contractor shall be one of a group of Elevator Contractors requested to submit a modernization proposal. If Contractor is not the selected Modernization Contractor, the fore mention units will be deleted by amendment, upon written notice by Purchaser, and be immediately cancelled. Modernization is defined as replacement of elevator motion and supervisory control systems.
- E. If Contract is cancelled, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to Purchaser or another Contractor designated by Purchaser without detriment to rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption with tenants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to Purchaser at no additional charge to Purchaser all reports, records, wiring diagrams, portable electronic diagnostic tools, source codes, access codes, and other materials and documentation related to and required to facilitate Services required by this Contract; provided, however, any tools supplied or used by Contractor for the facilitation of Services required by this Contract that are the property of Contractor shall remain the property of Contractor upon the cancellation of the Contract. Purchaser shall withhold final payments due Contractor until receipt of required information and tools. Subsequently, all payments due Contractor shall be prorated on a per diem basis, and no further compensation shall be due to Contractor.
- F. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.

- G. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- H. With the exception of only those items specifically identified as being performed by others, the contract specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the Contract is also covered by the contract specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Contract for work, services or procedures covered herein.
- I. Maintenance coverage shall include, but is not limited to, preventive services, emergency call-back services, inspection and testing services, repair and/or direct replacement component renewal procedures.
- J. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this Paragraph, will be performed at a fee not to exceed the rates provided in "Exhibit "A"", including contractually allowable price adjustments to those rates.
- K. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at its sole cost and expense including overtime labor if requested by Wake County GSA.

1.10 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working day of the elevator trade, 6:00 a.m. to 6:00 p.m., E.S.T., Monday through Friday. Regular hours of work are 6 a.m. – 6 p.m. E.S.T., unless otherwise noted.
- B. Repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time (greater than four [4] hours) must be scheduled a minimum of three (3) days in advance with Wake County GSA. Wake County GSA retains the right to have such work completed during overtime hours at the Contractor's expense.
- C. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Purchaser or Owner Designee.
 - 1. The Purchasers' Representative retains the right to have such work completed during overtime hours at the Contractor's expense.
 - 2. Emergency call-back services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.

1.11 SOLE RESPONSIBILITY

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

1.12 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis after, within thirty (30) days of the end of each billing period. Monthly billing shall not be in advance of services rendered. Monthly billing shall occur only after services have been rendered (in arrears). In addition, Purchaser shall pay any tax imposed upon the contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services.
- B. The Contractor shall send invoices to Wake County for all payments due hereunder after the applicable services have been rendered. Invoices should be submitted within 30 days after the end of the month in which such services are rendered to Wake County General Services Administration Physical Plant, 401 Capital Boulevard, Raleigh, NC 27603. Contractor shall provide such information on invoices as may be requested by Wake County, including, contract number, facility name, address and a description of the items charged for in the invoice. Wake County may at any time change (by a written notice to Contractor) the name and address of the party to whom the monthly bill shall be submitted. The Contractor shall submit a separate bill for each property. The contract price, after all applicable discounts are applied is the net contract price.
 - 1. Payment for Emergency Call-back services shall be included in the fixed monthly lump sum price for services rendered twenty-four (24) hours per day, seven (7) days per week, without extra charge to the Purchaser / Owner.
 - a. Contractor shall include 3 callbacks each for Detention and 3 callbacks each for Non-Detention facilities / elevators for elevator security related items
 - 2. Billings for services not included in this Contract must contain a Maximo work order number. Invoices without the Maximo work order will not be paid.

1.13 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

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

1.14 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

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

1.15 SAFETY AND ENVIRONMENTAL

- A. The Contractor is required to provide its employees with all required safety training, prior to allowing the employees to work at the maintenance site that fully complies with all Federal, State, and Local laws, rules and regulations. Contractor shall provide a copy of applicable safety training records to Wake County GSA upon request.
- B. Contractor will properly remove and dispose of at a proper location not on Owner's premises all waste material generated in servicing the equipment covered by this Contract. Waste materials consist of lubricants, cleaning material, paints, absorbents and any other material brought on site by the Contractor that is not part of the fixed equipment. Contractor shall comply with all governmental regulations regarding transportation and disposal of waste materials including all record keeping requirements. Contractor shall provide Wake County GSA with copies of appropriate logs and manifests' as part of the Annual Reporting process. Contractor shall be responsible for all environmental spills and/or waste disposal caused by incorrect work procedures and/or Contractor negligence.
- C. When requested by Wake County GSA shall provide as part of the annual Efficiency and Maintenance Survey Inspection Report referenced in Section 2.10, copies of Safety Data Sheets (SDS) for all applicable material(s) stored or expected to be used at the maintenance site. When new materials are brought to the maintenance site Safety Data Sheets (SDS) must be provided to Building Management, if requested.

- D. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this Contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations and shall otherwise be responsible to comply with all Federal, State, and Local laws, rules and regulations. Barricades shall be in a like new condition (freshly cleaned and painted).
- E. Material storage facilities (cabinets, waste containers, etc. used to store parts, cleaning materials and lubricants) provided by the Contractor, including flammable storage facilities, shall comply with all federal, state and local laws and codes.

1.16 BUILDING WORK RULES AND CONDITIONS

- A. If Contractor's and/or subcontractors' work in performing the services described herein disturbs Building tenants as determined solely by Wake County GSA, Contractor shall cease work immediately and reschedule for a time acceptable to Wake County GSA.
- B. Contractor and/or its subcontractors shall coordinate with Wake County GSA prior to shutting off or testing any of the building's electrical, plumbing, mechanical life safety or energy management systems. Under no circumstances will Contractor and/or its subcontractors disturb these systems without the express permission and written authorization of Wake County GSA.
- C. Contractor employees, agents, and subcontractors shall submit to a background check by Wake County GSA or Wake County GSA authorized vendor if required. Wake County GSA shall determine appropriate level of background investigation for Contractor employees, agents, and subcontractors as allowed by the IUEC Contract between Contractor and employees.
- D. Contractor employees, agents, and subcontractors shall wear uniforms in good repair and first-class condition (i.e. clean, neat, wrinkle free, with a complete set of matching buttons) with company identification and the individuals name prominently displayed.
- E. Contractor employees, agents, and subcontractors shall comply with Wake County GSA "Key and/or Access Card policy. All contractor employees must be issued access cards and must check in and check out upon access to every building. If contractor fails to comply penalties shall be enforced per Section 3.9.
- F. Contractor shall immediately report to Wake County GSA any and all damage caused by its employees, agents, or subcontractors and shall reimburse the Owner for the cost of repairs within ten (10) days from receipt of invoice. In the event Contractor fails to report such incidents and Wake County GSA determines in its sole opinion, based on inspection of the site, that damage was caused by Contractor, Contractor shall likewise reimburse the Owner for the cost of repairs within ten (10) days from receipt of invoice.
- G. Contractor employees shall comply with Wake County GSA's "No Tobacco" policy.
- H. The Contractor's maintenance and repair personnel will check both in and out of the building as required by the security policy and procedures of the Owner.
- I. Contractor's must obtain a Maximo work order prior to performing work not included under this Contract.

- J. Contractor must notify “Owner” of ETA (estimated time of arrival) for each callback. Contractor’s employee must check in with a Wake County representative upon arrival at the building. Upon completion of each callback the Contractor’s employee must check out with the Owner and report elevator status. Record of callbacks must be contained in Contractor’s electronic callback system.
- K. Contractor must comply with the following procedures if determined the elevator operation is malfunctioning due to a Security System issue at any time of day or night.
 - 1. First notify Wake County GSA Request Center (919-856-2777). Contractor shall bypass the security function (by use of the Security Bypass feature in the elevator machine / control room). Contractor should then verify elevator operates properly when security is disabled. If the Contractor determines that the elevator malfunction is related to the security features the Elevator Contractor must notify the Wake County GSA Request Center immediately. The Wake County GSA Request Center will enter a work request and will notify and dispatch a security technician.
 - a. If the facility / elevator is a non-detention unit, the Elevator Contractor should leave the elevator operating in its secured operation mode. The Elevator Contractor will be notified by GSA to meet the security technician back at the site to resolve the issue.
 - b. If the facility / elevator is a detention, court and inmate transport unit the Elevator Contractor must stay on site until the security technician arrives and the problem is resolved.

See Attachments 1 – 4 and Schedule A and B for list of facilities and for elevator specific scope of services. See Attachment 5 for Detention, Court and Inmate Transport units, as applicable.

L. Elevator Control Hierarchy:

- 1. Fire Over-ride Phase 1 (Key Operated Switch)
- 2. Elevator Recall Phase 2 (Key Operated Switch)
- 3. Elevator Controls (Software and Monitoring Package)
- 4. The over-ride controls for elevators located in Tunnel Control
- 5. PLC Control
- 6. Independent Service (Key Operated Switch)
- 7. Card Access

1.17 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Contract in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized (“Pre-approved Services”) by Wake County GSA, (iii) conduct any handling of Owner’s or Wake County GSA’s confidential information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Owner’s or Wake County

GSA's name, or enter into any Contract on behalf of Owner or Wake County GSA in connection herewith (unless expressly pre-authorized in writing by Owner or Wake County GSA), (v) safeguard the physical security of Owner's or Wake County GSA's confidential information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Contract, will have access to any of Owners or Wake County GSAs confidential information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Owner's or Wake County GSA's employees for any purpose. The parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the parties. The obligations of Contractor set forth in this section 1.17 A herein shall survive the termination of this Contract unless otherwise agreed in writing by the parties.

PART 2 - PRODUCTS AND SERVICES

2.1 SYSTEMATIC MAINTENANCE

- A. Contractor shall provide a code compliant maintenance control program with scheduled systematic examinations, adjustments, cleaning, and lubrication of all machinery, machinery spaces, hoistways, and pits. The Contractor shall include a specified minimum number of hours per year that is to be dedicated to routine preventative maintenance. The required minimum hours for routine preventative maintenance are listed in the attached "Equipment Coverage Attachment(s) Tables 1 and 2" respectively. Hours assigned to meeting the specified minimum hours for routine preventative maintenance shall not include callback or emergency/unscheduled repair hours. Hours performed on routine preventative maintenance that coincides with a callback or emergency/unscheduled repair may be assigned to meeting the specified minimum hours. Liquidated damages for failure to provide the specified minimum hours per month of routine preventative maintenance are provided for in "Section 3.4".
- B. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:
 - 1. Examination of wire ropes to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all re-shackling procedures per ASME A17.1 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 - 3. Examination, repair and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
 - 4. Maintenance of pit, hoistway and machine room lighting to include re-lamping, wiring and switch controls.
 - 5. Mandated inspections and relative labor requirements for third-party examinations and/or test procedures as approved by the purchaser.

2.2 LUBRICATION

- A. Lubricate as often as and in the manner specified all of those mechanical parts recommended to be lubricated by the original manufacturer of the elevator equipment. Hoist ropes shall be lubricated as often as and in the manner specified by the hoist rope manufacturer.

2.3 CLEANING

- A. The Contractor shall during the course of all examinations remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Prior to each annual anniversary date of this Contract, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris each year.
- B. The Contractor shall, during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the machine room(s), car sills and track, car top(s) and pit area(s) of the elevators and the upper and lower truss pans of the escalators. As necessary or as often as required by existing code, Contractor shall thoroughly clean down all elevator equipment within hoistways of accumulated dirt, grease, dust and debris. The Contractor shall clean hoist ropes as often necessary to maintain traction characteristics and allow for proper inspection.

2.4 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound. The machine room floor and all storage areas shall be painted annually with a good quality deck enamel.

2.5 REPAIRS, RENEWALS AND REPLACEMENTS

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. The machine room floor and all storage areas shall be painted with good quality deck enamel as needed to maintain an aesthetically presentable appearance. All paint applied shall be safe for the environment and non-toxic.
- B. Repairs, renewals, and replacements shall be made by the Contractor as soon as scheduled or other examinations reveal the necessity of the same, or when the Customer so advises the Contractor under the terms of this Contract. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventive maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repair, renewal, or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:
 - 1. Automatic door systems, power operated door systems and manual door/gate systems complete.

2. Power operator and engagement linkages.
 3. Car door top track and hanger roller assemblies.
 4. Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.
 5. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 6. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 7. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
- C. Car frame, platform and car safety devices complete.
1. Crosshead, stiles, hitch plates, tie rods, supports and related structures.
 2. Car guides, shoes, stands, spindles, gibs, rollers and tensioning devices.
 3. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 4. Car fans, blowers and cab ventilation systems.
- D. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete.
1. Geared traction and winding drum units, gearless traction and related systems complete.
 2. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers and hardware.
 3. Integral and free standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
 4. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
 5. Controls, selectors, power drives, encoding devices with related wiring, conduit and circuitry complete.
 - a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - c. Filters, fans, blowers, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards and printers.
 - d. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state and hard wire circuitry.
 6. Car and counterweight safety systems.
 - a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.

- b. Hoist rope replacements, compensation rope replacement and Five Year test must be scheduled with the owner in advance and the work be performed after hours.at no additional cost to the owner.
 - c. Car and counterweight safety devices, drums, rods, linkages, clamps and hardware.
7. Hoistway and pit equipment.
- a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains and cables used for suspension, compensation, safety and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs and guards.
8. Operating and signal fixtures with electrical wiring.
- a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete.
 - e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
9. Hydraulic system components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
10. Escalator systems' components, including but not limited to driving machines, steps, rollers, tracks, lubricators, handrails, guides, starting mechanisms, stop and safety switches, comb plates, hand guards, brush guards, skirt boards, step/handrail driving mechanisms complete, lubricating devices, chains, sprockets, demarcation lighting and/or safety strips or other markings.

Note: The following items of equipment is excluded: Main line power switches and fuses, cars, car doors, hoistway enclosures, hoistway doors and door frames, escalator truss assembly, escalator floor plates, escalator balustrades, buried hydraulic piping, cylinder and conventional below grade plunger assemblies.

2.6 TESTING

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
1. Semi-Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 2. The Contractor shall conduct testing procedures in accordance with the applicable ASME A17.1 standards at intervals specified and/or local code requirements in place at commencement of contract, complete and execute all governing authority filing procedures including payment of all associated fees or other charges where mandated by local authorities, and forward confirmation of all authority required filings to Wake County GSA within ten (10) working days of the date the test procedure was completed. Any fines incurred by the Owner or Contractor for failure to complete required testing or for filing irregularities will be paid by the Contractor.
 3. Telephones, Emergency Recall and Emergency Power System Test
 - a. The telephones, Firemen Service System, Phases I and II, shall be tested monthly on a date and time approved by Wake County GSA when applicable, as defined by code. The elevator telephone/intercom system shall be tested at the same time so as not to interfere with normal operations. Both tests will be performed on a not-to-interfere basis and at the Elevator Contractor's expense.
 - b. Emergency Power Recall System shall be tested annually, at a time specified by Wake County GSA, for proper operation. Wake County GSA will advise the Contractor at least one (1) week in advance of the required test date and time. This work will be performed on a not-to-interfere basis and at the Elevator Contractor's expense. Contractor shall maintain code required test records of the Fireman Service, Telephone/Intercom and Emergency Power Recall systems. The Elevator Contractor shall perform monthly and coordinate with Wake County GSA generator testing and the required other trades. All cost associated with testing is at the Elevator Contractor's expense.
 4. Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test
 - a. Contractor shall perform an Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test conforming to the requirements contained in ASME A17.1 8.11.3.2 Category 1, Inspection and Test Requirements on all Hydraulic Elevators covered by this Contract. If a facility only has one elevator, the Annual Test must be performed after hours at no additional cost to the owner.
 5. Annual Electric Traction Elevator No-load Safety Test

- a. Contractor shall perform an Annual Electric Traction Elevator No-load Safety Test conforming to the requirements contained in ASME A17.1 8.11.2.2 Category 1, Inspection and Test Requirements on all Traction Elevators covered by this Contract. If a facility only has one elevator, the Annual Test must be performed after hours at no additional cost to the owner.

6. Five-Year Full-Load Safety Test

- a. Contractor shall perform a Five-Year Full-load Safety Test conforming to the requirements contained in ASME A17.1 8.11.2.3 Category 5, Inspection and Test Requirements on all Traction Elevators covered by this Contract. All Five-Year tests must be scheduled with the owner and performed after normal business hours at no additional cost to the owner. Testing shall be in accordance with North Carolina Department of Labor guidelines and shall occur within Five (5) years of the previous test date for each elevator.

2.7 EMERGENCY CALL-BACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide emergency call-back service which consists of promptly dispatching qualified employees in response to requests from the Owner or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.
 - 1. Call-back service in response to passenger entrapments shall be provided within one-half (½) hour during regular working hours and within one (1) hour during overtime periods.
 - 2. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within one (1) hour during regular working hours and within two (2) hours after normal business hours. (Public Safety Center remains one (1) hour after normal hours)
 - 3. Call-back services for out-of-service Detention and Critical units as listed in Attachment "5" shall be provided within 1 hour and must be returned to operation the same day.

2.8 RECORDKEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and call-back service shall be kept in the machine room or other designated location at the site of work. These records shall be the property of the Owner, and are to be available to Owner's Designee at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations.
- B. Contractor's proprietary system that fulfills the requirements in Paragraphs B and C below will be accepted in lieu of the method(s) specified provided ALL Code required reporting/recordkeeping requirements are fulfilled and annual expended hour summary reports (or at any time during the term of this Contract, upon written request of Wake County GSA) of the required data are provided.

- C. A complete permanent record of inspections, maintenance, testing, lubrication, repairs and callback service shall be kept in the machine room or other designated location at the property. These records shall be the property of Wake County GSA and are to be available to Wake County GSA at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc. Vendor's maintenance/recordkeeping system shall comply with all applicable code authority requirements.
- D. The Contractor shall quarterly (within 30 days after the quarter ends unless online information is provided by an approved Contractors proprietary system) or at any time during the term of this Contract, upon written request of Wake County GSA, render a report of maintenance inspections, callbacks and repairs made by the Contractor at the Building, itemized as to services performed.
 - 1. Quarterly reporting requirements shall include completed preventive maintenance procedures and repairs for the just completed quarter.
 - 2. Quarterly reporting requirements shall include total maintenance hours with a breakdown indicating the number of hours for preventive maintenance, regular time callbacks, overtime callbacks and repairs. Backup documentation for the individual categories will be provided as requested by Wake County GSA.

2.9 MEETINGS

- A. Contractors' personnel shall meet with Wake County GSA quarterly to review the reports submitted under "Section 2.8", the Contractor's compliance with the minimum annual maintenance hour provision of the specification and any other Contract related issues deemed appropriate by Wake County GSA. Each fourth quarter meeting will also include a review of the reports submitted under "Section 2.10". Contractors' personnel shall also be required to meet with Wake County GSA to resolve any Contract related issues that arise during the administration of this Contract on an as needed basis. Any cost associated will be at the Elevator Contractor's expense.
- B. The Contractor shall attend monthly or at any time during the term of this Contract, upon written request of Wake County GSA, callback reduction meetings. Contractor shall provide reports including analytical data and charts to facilitate review of callbacks at these meetings.

2.10 INSPECTIONS

- A. When requested by Wake County GSA, the Contractor shall provide annual Efficiency and Maintenance Survey Inspections for all units. These inspections shall include a report with recommendations and shall be performed by a Contractor trained salaried management employee.
- B. The results of these inspections shall be summarized with appropriate backup material in an annual report to Wake County GSA by the end of the month following the anniversary date of the Contract. Wake County GSA and/or the Owner's Consultant shall meet with Contractor to review the report to validate compliance with Contract performance criteria. This report shall also include the fourth quarter report required under "Section 2.8" and the following performance parameters and summary data for each vertical transportation unit as appropriate:

1. Unit speed up and OEM designed speed.
 2. Unit speed down and OEM designed speed.
 3. Door open speed and OEM designed speed.
 4. Door close speed normal and code parameter.
 5. Door close speed reduced (nudging) and code parameter.
 6. Door closing torque and code parameter.
 7. Door dwell time – car call and ADA parameter.
 8. Door dwell time – hall call and ADA parameter.
 9. Leveling accuracy summary and OEM designed parameter.
 10. Date of the last annual/five-year safety tests completed, including escalators.
 11. Dates and summary results of the preceding twelve (12) months communication and fire recall system tests.
 12. Annualized callback rate by common control group from the preceding twelve (12) months with backup detail.
 13. Dedicated maintenance hours for the preceding twelve (12) months by unit.
- C. Wake County GSA reserves the right to make such inspections and tests whenever it deems necessary or appropriate to ascertain that the requirements of this Contract are being fulfilled. Any deficiencies noted by Wake County GSA shall be promptly corrected at Contractor's expense. If Contractor fails to perform elevator maintenance services pursuant to this Contract in a diligent and satisfactory manner, Wake County GSA may, after thirty (30) working days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse Wake County for any expense incurred therefore, or at Wake County GSA election Wake County GSA may deduct the amount from any sum owing Contractor.
- D. Upon request the Contractor shall accompany Wake County GSA or Consultant on inspections to evaluate contract compliance.
- E. Consultant re-inspection fees to confirm satisfactory completion of deficiencies other than those scheduled to be performed as a part of routine maintenance within three (3) months of the initial inspection shall be the responsibility of the Contractor. Wake County GSA shall withhold the re-inspection fees from the Contractors monthly billing.
- F. The Contractor shall be responsible for yearly Consultant inspection and re-inspection fee(s) for any building that is identified in the annual summary reports as having an average annualized callback rate that exceeds the guaranteed rate by more that twenty-five percent (25%).
- G. The Contractor shall be responsible for all State Inspector's reported elevator items and must remedy within 10 days. In the event that any item is not remedied within 10 days and/or for any reason State Inspector shuts an elevator down for an unsafe items, Contractor will be penalized the entire monthly amount of that elevator.

2.11 MAINTENANCE OF ELEVATORS EQUIPMENT COVERAGE

- A. Subsequent Equipment Modernizations/Alterations/Upgrading
1. Full comprehensive service and repair coverage shall be included under the terms of this Contract when equipment and/or component systems represented herein are modernized, modified or upgraded by the Contractor. If new maintenance pricing

is included as part of a Wake County GSA specified modernization, modification or upgrading project such pricing shall supersede and become a part of this Contract.

2. Changes in equipment necessitating continuing full maintenance coverage may be initiated by Wake County GSA under a separate voluntary extra cost upgrading Contract with or without this Contractor's permission or direct authorization and involvement before the work is performed.
3. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the Contract specifications shall be fully covered under this Contract regardless of application, method or cost assignment for the life of the Contract. This paragraph is not intended to require the Contractor to modernize or replace an obsolete control system when sub-parts are no longer reasonably available. It does require the contractor to utilize like technology substitutions when original replacement parts are no longer available.

B. Wake County GSA specified modernizations, modifications or other upgrading of systems and parts that are awarded to and completed by another contractor shall be removed from coverage under this Contract at a date to be solely determined by Wake County GSA.

C. Contractor Installed Maintenance and Diagnostic Aids

1. The Contractor may install, or already have installed, Maintenance and Diagnostic Aids provided the installed equipment does not interfere with the safety and operation of the maintained equipment and is installed according to all applicable code requirements. All required permit fees shall be paid by the Contractor. The Contractor assumes all liability related to any equipment installed under this Section including patent and software copyright infringement liabilities. The Contractor may remove equipment installed under this Section at any time, subject to the requirements of the Contract and must verify the integrity of the original design and operation when the equipment is removed.

2.12 PARTS INVENTORY AND WIRING DIAGRAMS

A. Spare Parts

1. The Contractor shall maintain an inventory of spare parts at the site of the work or the mechanics vehicle for scheduled preventive maintenance procedures and common emergency callback service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, guides and an assortment of hardware.
2. Major electronic and mechanical assemblies routinely considered by the industry to be replaceable units shall be available for emergency shipment from the maintaining company or their supplying vendor within twenty-four (24) hours including weekends and holidays.

B. Obsolescence

1. Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment

- manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
2. In the event of component obsolescence as defined in paragraph A above, the condition shall be reported to the Owner with the following information:
 - a. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 - b. Procurement and installation time for restoration of system service.
 - c. Any safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).
 - d. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity and safety.
 3. Payment for obsolescence work shall be based on the extra cost to the contractor only.
 - a. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - 1) Contractual hourly rate schedule as provided under Appendix "D" shall be used to compute the extraordinary labor charge if applicable.
 - 2) Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
 - 3) At owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
 - b. Subsequent to the Owner's authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
 4. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and, such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
 - a. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
 - b. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner's sole discretion.

2.13 RECORD DRAWINGS

- A. Contractor shall provide (if Contractor is the installer or manufacturer, otherwise Wake County GSA will provide) and maintain (marked up drawings with any and all changes) two (2) complete sets of updated electrical wiring diagrams and control schematic drawings. One set shall remain in the appropriate equipment room and the other set on file with the building and they are to become the property of the Owner for each group and/or individual system.

2.14 INFORMATION LIBRARY REQUIREMENTS

- A. The Contractor shall have and maintain, for the duration of this Contract, a reference library of information containing, but not limited to, the applicable and current ANSI/ASME A17.1 and A17.3 Safety Code for Elevators and Escalators, current ANSI/ASME A17.2 Inspector's Manual, manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), parts and assembly list and other basic information needed to properly test, adjust and maintain the equipment covered by this Contract. If technical documentation unique to the Owner's installation is not available to the Contractor, Wake County GSA shall assist the Contractor in obtaining that information which is available to the Owner.

2.15 MATERIALS AND WORKMANSHIP

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

2.16 REPORTS BY CONTRACTOR

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

PART 3 – PERFORMANCE, GUARANTEES AND PENALTIES

3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

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

1. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed.
2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within $\pm 1/4$ " of the floor level without releveling regardless of load.
4. Door Operating Times:

Door Type	Opening	Close
Single Speed Center Open	1.6 sec.	2.5 sec.
Single Speed Side Open	2.4 sec.	4.0 sec.
Two Speed Side Open	2.5 sec.	4.1 sec.
Door dwell time for hall calls:	4.0 sec with Advance lantern signals	
Door dwell time for hall calls:	5.0 sec without Advance lantern signals	
Door dwell time for car calls:	3.0 seconds	
Reduced non-interference dwell time:	1.0 second	

5. Floor-to-Floor Time (Flight Time): 12.0 seconds

- B. Contractor's failure to comply with the performance criteria above and/or that contained in the appropriate Equipment Coverage Attachment shall subject the Contractor to payment of liquidated damages as follows:

- 1. If any unit fails to meet the performance requirements in items 1, 2 or 3 above and/or the appropriate "Equipment Coverage Attachment" and corrections to return the unit to Contract compliance with thirty (30) days of written notification by Wake County GSA are not completed, the monthly billing for that elevator or simplex unit not meeting the requirements shall be reduced during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by unit and year; that is, if a reduction is warranted for multiple years, the monthly fee for each ensuing year will be reduced from the previous year's amount by an additional ten (10%) per year. If more than one (1) unit, or any simplex unit, in any bank of elevator fails to meet the performance requirements in items 4 or 5 above and/or the appropriate "Equipment Coverage Attachment" and corrections to return the unit to Contract compliance within ninety (90) days of written notification by Wake County GSA are not completed, the Owner has the right to pursue any other available remedy.

3.2 SYSTEM RESPONSE TIME PERFORMANCE

- A. The group supervisory and individual unit control systems shall be maintained to provide overall satisfactory service levels as designed by the O.E.M.
 - 1. On an annual basis, at the request of Wake County GSA, the Contractor shall provide a computerized traffic study with a summary report that at a minimum details hall waiting times by floor and direction of travel. The Contractor shall use the on-site Elevator Management System, a Delta Analyzer or similar device to record the data for such traffic study.

3.3 CONTRACTUAL REQUIREMENT GUARANTEE

- A. Wake County GSA may have the Contractor's work and system performance checked by Wake County GSA or a Consultant to ensure the Contractor is performing in accordance with this Contract. If Wake County GSA or a Consultant determines that the contractual requirements are not being maintained, the Owner may retain the monthly payment to the Contractor until Wake County GSA or a Consultant verifies that the work performance is back to standard. The Contractor shall pay re-inspection costs incurred by the Owner for a Consultant by deduction from the monthly maintenance fees. If two (2) consecutive inspections by Wake County GSA or a Consultant (two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being maintained, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

3.4 MINIMUM HOUR GUARANTEE

- A. Contractor's failure to provide the specified Annual Minimum Hours for routine preventive maintenance on an average annual basis shall result in the Contractor paying liquidated damages by providing a refund to the Owner for the unexpended hours at the "Straight Time Rate Hourly Selling Price" or overtime rate, if appropriate, for Maintenance

Mechanics listed in “Exhibit A”. The amount of the liquidated damages shall be deducted from the monthly maintenance fee in the month(s) following the anniversary date of the Contract or refunded by check at the option of Wake County GSA. The amount shall be determined as part of the annual review of reports required in “Sections 2.8, 2.9 and 2.10”. If the Contractor fails to provide the required Monthly Minimum Hours for routine preventive maintenance for two (2) consecutive years, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

3.5 CALLBACK GUARANTEES

A. Callback Rate

1. Callbacks shall be monitored and reported quarterly on an annualized basis. For measurement purposes, callbacks shall be grouped and averaged on an annualized basis by common control group. Callbacks for items not covered by the Contract (i.e., vandalism, water or fire damage callbacks that have been billed to the customer and paid by mutual Contract) will not be included in the calculation.
2. Once a year in the month following the anniversary date of the Contract the Contractor and Wake County GSA will review the callback data submitted with the annual Inspection and Evaluation report. If the average annualized callback rate for the building exceeds the rate(s) provided in the appropriate “Equipment Coverage Attachment” (“Attachments 2 to 5”) by more than twenty-five (25%), the maintenance fee for each unit in that grouping will be reduced, as liquidated damages, during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by group and year, that is, if a reduction is warranted for multiple years, the monthly fee for each ensuing year will be reduced from the previous year’s amount by an additional ten (10%) per year. If reductions in maintenance pricing due to excessive callbacks occur for two (2) consecutive years, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy
3. Callbacks involving passenger entrapments shall be limited to not greater than 1 per elevator per any 3 month period with the time period starting upon execution of this Contract. This criteria applies immediately to units the Contractor has under contract previous to this Contract and after six months for those units not under contract previous to this Contract.

B. Entrapment Callback Response Time Guarantee

1. Contractor’s failure to comply with the callback entrapment response times contained in “Section 2.7.A” will result in the Contractor paying liquidated damages for the applicable callback(s) time, including travel time, at the billing rates listed in “Exhibit A”, price adjusted as appropriate. These liquidated damages may be requested by Wake County GSA for all applicable entrapment callbacks regardless as to their billability under the terms of the Contract.

3.6 RELIABILITY GUARANTEE

- A. The Contractor shall endeavor to correct any system or individual malfunction that requires the removal of a unit from normal operating service within forty-eight (48) hours. Forty-

Eight (48) hours in this Paragraph means within two full Regular Working Days of the elevator trade from the time of the system malfunction.

1. If the unit is not returned to service within the specified time allotment, the Owner may request that the Contractor suspend the maintenance billing for this unit for each twenty-four (24) hour period the unit is out of service from the original date of system malfunction.
 2. If any system or individual malfunction results in multiple units, in the same bank of elevators or escalators, being removed from normal operation for twenty-four (24) hours or more, the maintenance billing for those units may be suspended at Owners request until the units are back in service.
 3. Contractor shall not be assessed liquidated damages for pre-approved and scheduled maintenance, repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Contract, or repairs to items not covered under this Contract.
- B. Only one (1) elevator or escalator is allowed to be out of service for routine maintenance at any time in any bank of units. If an elevator or escalator is out service for routine maintenance and another elevator or escalator malfunctions, the elevator or escalator that is out for routine service shall be restored to normal operation, as long as the other unit remains out of service, at no additional cost to the Owner.
- C. Contractor's failure to perform per paragraph 1.9 will result at Owner's option Contractor paying liquidated damages for the time the elevator is out of service.

3.7 DATA GUARANTEE

- A. The Contractor warrants that all data supplied as part of this document will remain valid for the duration of this Contract. If any changes occur relative to the information provided the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

3.8 REPORTING GUARANTEE

- A. If a Contractor is not utilizing a Proprietary Online Reporting System failure to provide quarterly written reports within the time frame specified in "Section 2.08" will result in an automatic reduction of the Contract price of 10% for a three (3) month period as liquidated damages. Liquidated damages will be cumulative quarter to quarter. If the quarterly reporting requirements are missed for two consecutive periods, the Owner has the option to immediately cancel the Contract or to pursue any other available remedy.
- B. Failure to provide Efficiency and Maintenance Survey Inspection Reports, if requested by Building Management, within the timeframe specified in "Section 2.10" will result in an automatic reduction of the Contract price of 10% for a one (1) year period as liquidated damages. Liquidated damages will be cumulative year to year. If the yearly reporting requirements are missed for two (2) consecutive periods, the Owner has the option to immediately cancel the Contract or to pursue any other available remedy.
- C. Failure to provide and maintain a Code Compliant Maintenance Control and recordkeeping system as specified in Section 2.08 will result in an automatic reduction of the Contract

price of 10% for a one (1) year period as liquidated damages. Liquidated damages will be cumulative year to year. If the yearly recordkeeping requirements are missed for two (2) consecutive periods, the Owner has the option to immediately cancel the Contract or to pursue any other available remedy.

3.9 TESTING GUARANTEE

- A. Traction Elevators – Failure to complete the code required annual no-load and/or five-year full-load safety test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for that elevator of 50% for each thirty-day period the test(s) are overdue as liquidated damages if requested by Wake County GSA. If the test(s) become overdue, the thirty-day grace period is eliminated and any liquidated damages will be applied from the due day. (Example: Test(s) are forty-five (45) days overdue; liquidated damages will be 50% of two (2) months billing).
- B. Hydraulic Elevators – Failure to complete the code required annual no-load pressure test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for that elevator of 50% for each thirty-day period the test(s) are overdue as liquidated damages if requested by Wake County GSA. If the test(s) become overdue, the thirty-day grace period is eliminated and any liquidated damages will be applied from the due day. (Example: Test(s) are forty-five (45) days overdue; liquidated damages will be 50% of two (2) months billing).
- C. Escalators – Failure to complete the code required annual safety testing within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for that escalator of 50% for each thirty day period the test(s) are overdue as liquidated damages if requested by Wake County GSA. If the test(s) become overdue the thirty day grace period is eliminated and any liquidated damages will be applied from the due day. (Example: test(s) are forty-five (45) days overdue; liquidated damages will be 50% of two (2) months billing).

3.10 RESTRICTED DOOR OPENING GUARANTEE

- A. If an elevator is furnished with a restricted door opening device and said device is inoperative in a manner or pattern that indicates its ability to function as intended was other than by random failure the monthly contract price for that elevator will be reduced by 50% for each full and/or partial thirty-day period the device is inoperative after contractor has been notified as liquidated damages if requested by Wake County GSA. (Examples: 1) The device is inoperative (as defined above) for forty-five (45) days; liquidated damages will be 50% of two (2) months billing. 2) the device is inoperative (as defined above) for 1 day; liquidated damages will be 50% of one (1) months billing.). Final determination for why a restricted door opening device is inoperative will be made by Wake County GSA.

3.11 LIQUIDATED DAMAGE CAP

- A. The penalties listed above in Part 3 will be capped at a maximum of 25% of total monthly contract price for each building except for Minimum Hour and response time guarantee related liquidated damages.

PART 4 – SUPPLEMENTAL CONDITIONS

4.1 PRICE ADJUSTMENT

A. Labor Contracts and Overtime:

1. It is further understood and agreed that the Contractor shall furnish to the Owner in duplicate, a copy of his current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the Contractor further agrees to furnish any additional information concerning overtime charges to the Owner at any time upon request.

B. The Contractor shall be entitled to a review of his labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the contract renewal date of this Contract each year. Any adjustments shall be made in accordance with the terms of this Section 4.1 including subparts.

C. Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:

1. Eighty percent (80%) of the current fee shall be used to represent the labor portion of the contract.
2. Twenty percent (20%) of the current fee shall be used to represent the material portion of the contract.

D. The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the Contract.

1. The initial base labor cost amount is \$_____. This represents the cost of the maintenance Mechanic's hourly wage with associated cost fringe benefits. (No additional overhead or profit.)

E. The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov/ro3/ppimetals.htm) during the month within such adjustment occurs for comparison.

1. Using _____, 20____ as the base month, the material factor is _____.

F. The annual price shall remain fixed for first three (3) years. After the third year the annual adjustments shall be effective the first day of the new contract and shall remain unchanged for the next twelve (12) months.

G. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than 3 percent (3%) of the total contracted payment for the preceding contract year.

4.2 PAYMENT/TERMS

- A. This service will be furnished from _____ for the period of three (3) years. All replacement parts, repairs, adjustments and associated services, as specified herein, shall be supplied, installed, performed and conducted at the Contractor's sole cost and expense unless otherwise specified herein.
1. Renewal Option:
 - a. The Purchaser/Owner shall have the right to renew this Contract on a year-to-year basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact.
 - b. Contractor shall proactively notify Wake County GSA of the pending Contract expiration date ninety (90) days prior to the initial expiration date and ninety (90) days prior to the expiration date of any year-to-year renewal periods. Failure of the Contractor to provide Wake County GSA such notice will relieve Wake County GSA of the obligation to provide thirty (30) days notice to extend the Contract on a year-to-year basis but will in no way effect the Owner's absolute right to do so.
 - c. The Purchaser/Owner agrees to pay the Contractor on a monthly basis, the fee of _____ Dollars (\$ _____) during the term of this Contract, subject to price adjustments as specified herein.
 - b. Monthly invoices shall indicate the base monthly portions of the contract amount due under the Contract for maintenance services. Monthly billing shall occur only after services have been rendered (in arrears). In addition, Purchaser shall pay any tax imposed upon the contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services.
 - c. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
 - d. Extraordinary work and/or other work, as approved by the Purchaser/Owner, shall be invoiced separately upon completion and acceptance of the work or other services performed.

4.3 NON-PAYMENT

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

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

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

4.4 OCCUPANCY CREDIT

- A. A credit shall be allowed from the contract price based on occupancy of the building. This credit shall be applied when appropriate and adjusted quarterly in accordance with the following schedule:

Occupancy

Below 40%	40%
40 – 49%	30%
50 – 59%	25%
60 – 69%	15%
70 – 79%	10%
Above 80%	None

- B. Owner shall deliver to Contractor a building stacking plan with a summary of actual occupied and unoccupied Net Rentable Area (NRA) on the effective date of the contract and quarterly thereafter.

Date: January 1, 2014
Occupancy Rate: 100%

- C. Vacancy credit calculations – Vacant space for purposes of determining the occupancy credit shall include the following areas: (i) non-leased vacant, (ii) leased but unoccupied, (iii) leased but under-utilized (i.e. portion of an otherwise occupied Net Rentable Area (NRA) that consists of vacant offices/workstations), and (iv) special use spaces that are not occupied (i.e. data centers, vaults, access controlled, etc).
- D. Minimum Annual Maintenance Hours will be reduced by the same percentage as the occupancy credit applied. Contractor must provide written certification the equipment complies with all Contract required performance parameters before reducing the Minimum Annual Maintenance hours under this contract provision.
- E. Occupancy credits shall not be applied retroactively unless the contractor was properly notified and did not adjust the invoice accordingly.

4.5 INSURANCE COVERAGE

- A. Prior to the commencement of operations under this Agreement, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner and the Owner's officers, agents, and employees from any claim which may arise out of a result of Contractor's operations under this Contract whether such operation shall be by the Contractor, its employees

or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- 1. Commercial General Liability Insurance, with limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate, on an Occurrence basis including contractual liability, per location aggregate, and completed operations coverage, which must be maintained for a minimum of three years after completion of contract term:

Umbrella Liability limits of not less than:
 Each Occurrence: \$4,000,000

- 2. Worker’s Compensation Insurance – required by North Carolina law, with limits for Coverage A-statutory State of North Carolina and Coverage B Employers Liability with a minimum limit of not less than:

Bodily Injury by Accident: \$1,000,000 each accident
 Bodily Injury by Disease: \$1,000,000 each employee
 Bodily Injury by Disease: \$1,000,000 policy limit
 Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.

- 3. Commercial Automobile Liability, with limits of no less than \$1,000,000 per accident for bodily injury and property damage for any vehicle, including hired and non-owned motor vehicles.

B. The foregoing insurance policies shall be primary and non-contributory and, except for Workers Compensation, shall name Wake County Government, its officers, agents, and employees as Additional Insured with a specific policy endorsement. Coverage for the Additional Insured shall be at least as broad as that afforded the first named insured, and the limits of insurance shall be the greater of those set forth in this contract or the full limits set forth in the policy.

C. The Contractor shall, before the commencement of any provisions of any services, provide a certificate of insurance, showing existence of all required insurance, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with carriers Licensed and Admitted to write insurance and do business in the State of North Carolina. Licensed for Surplus is not acceptable. All insurance companies must maintain a minimum rating of A-/VII in the current A.M. Best rating guide, or have reasonable equivalent financial strength to the satisfaction of Owner’s Finance Office. Contractor shall furnish proof of renewal of insurance prior to the expiration of any coverage herein.

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

- E. The Contractor shall provide Owners at least thirty (30) day prior written notice of change or cancellation of any required insurance. In the event of cancellation for Non Payment of Premium, ten (10) day notice will be provided.
- F. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability or indemnity obligations in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- G. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

4.6 INDEMNIFICATION AND HOLD HARMLESS

- A. Contractor shall indemnify and hold harmless the Indemnified Parties (hereinafter defined) from and against all causes of action, claims, including, but not limited to causes of action and claims for negligence, strict liability and gross negligence, damages, liens, demands, costs, expenses, and liabilities, including reasonable attorneys' fees and court costs, (collectively, "claims" and individually, a "claim"), arising in favor of any persons (including any Indemnified Party) which, in whole or in part, arises out of or results from or is in any way related to (i) any act or omission of Contractor or Contractor's employees, agents, licensees or subcontractors, (ii) the operation of Contractor's equipment at the project, or (iii) any failure by contractor or its employees, agents or subcontractors to comply with the terms and obligations of this contract.. Contractor agrees to reimburse the Indemnified Parties' reasonable attorney's fees and expenses to the proportionate extent of contractor's negligence. Contractor shall keep the project free of all liens representing claims which purport to be based on any services or materials allegedly provided at the request or on the authority of the contractor or any of its subcontractors. "Indemnified Parties" means (i) Owner, its constituent partners, shareholders and/or other direct or indirect equity owners of owner, and all officers, directors, employees, agents and representatives of any of the foregoing, and (ii) Wake County GSA, its constituent partners, shareholders and/or other direct or indirect equity owners of Wake County GSA, and all officers, directors, employees, agents and representatives of any of the foregoing, and any one of the foregoing is an "Indemnified Party".

4.7 CHANGES IN SCOPE

- A. Wake County GSA may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. If Wake County GSA and Contractor fail to agree upon the adjustment to be made, Wake County GSA reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When Wake County GSA removes one or more elevators named in this Contract from service in order to perform work on such elevators that is outside the scope of this Contract, the monthly payments due the Contractor and the minimum maintenance hours

required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for 30 consecutive calendar days or less, Wake County GSA will negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, Wake County GSA will issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with Section 4.03 Changes in Scope.

- C. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

4.8 DEFAULT

- A. If either party shall default in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed thirty (30) days after receipt of the notice) does not cure the default, the non-defaulting party may with five (5) days written notice, terminate this Contract and/or pursue all other available remedies as may be available at law or in equity.

4.9 CANCELLATION

- A. The Purchaser/Owner shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:
 - 1. Elective upgrading of apparatus awarded to another vendor.
 - 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant or other qualified professional.
 - 3. Failure to comply with governing authority directives and/or citations.
 - 4. Cost analysis completed prior to expiration date.
 - 5. Owner shall have the right to cancel at their convenience.
- B. In addition to the rights provided in paragraph "A" hereunder, the Purchaser/Owner shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the Purchaser/Owner.
- C. Contractor recognizes that Purchaser/Owner is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that funds are not appropriated to purchase the services specified in this Agreement, then this Contract shall automatically expire without penalty to the Purchaser/Owner and without any notice requirement. In the event of a legal change in Purchaser/Owner's statutory authority, mandate, and mandated functions which adversely affects Purchaser/Owner's authority to continue the obligations under this Agreement, then this Contract shall automatically expire without penalty to the Purchaser/Owner and without any notice requirement.

- D. Cancellation of this Contract prior to the expiration date shall entitle the contractor to payment for services rendered up to and including the date of cancellation; and, the Purchaser shall not be responsible for any expenses or subsequent costs that may be incurred by the contractor as a result of an early cancellation or standard Contract expiration.

4.10 NOTICES

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

Contractor:

Purchaser Designee/Owners' Representative:

Mr. David L. Goodwin, Director.
Wake County GSA
401 Capital Blvd.
Raleigh, NC 27603

4.11 ERRORS AND OMISSIONS

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

4.12 LABOR LAWS

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

4.13 ASSIGNMENTS

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

4.14 FORCE MAJEURE

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

4.15 CONTRACTOR'S LICENSE

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

4.16 WAIVER

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

4.17 CONTRACT DESIGN

- A. It is agreed that this Contract and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Contract, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or Contract between the Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement of Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.
- B. Both parties have participated in the preparation of this Contract, and have been afforded the opportunity to have this Contract reviewed by legal counsel and/or other consultants of their

choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Contract.

4.18 SEVERABILITY AND REFORMATION

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

4.19 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Contract and/or hereunder, all of which shall survive any early termination or expiration of this Contract, and shall remain in full force and effect, after the date of termination or expiration of this Contract.

4.20 EQUAL OPPORTUNITY

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

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

1. The parties hereto agree to voluntarily comply with the basic tenants of the Equal Employment Opportunity Requirements of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Restoration Act of 1964, as amended, applicable state Fair Employment Practices Acts, and any other federal or state laws pertaining to equal employment opportunity, and that they will not discriminate against any employee or applicant for employment on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination. In addition, Contractor agrees to indemnify and hold harmless Owner, its parent, affiliates, employees, agents, representatives, and any of its or their officers, directors, employees, agents, successors, or assigns, harmless from all loss, cost or expense, including reasonable attorneys' fees for any violation by Contractor, its employees, agents, representatives, or assigns of the rules and regulations set forth and enforced by the Immigration and Naturalization Services pursuant to the Immigration and Nationality Act, as well as the Illegal Immigration Reform and Immigrant Responsibility Act which obligation to indemnify shall survive the expiration or termination of this Contract.
2. Contractor agrees to maintain comprehensive records of all services performed under this Contract. These records will be available for inspection by Purchaser at anytime during regular business hours and upon 48 hours written notice.

4.21 PROTECTION OF WORK AND PROPERTY

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

4.22 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Contract in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Purchaser's or Purchaser's Designee at the property, (iii) conduct any handling of Purchaser's Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Purchaser's name, or enter into any Contract on behalf of Purchaser in connection herewith (unless expressly pre-authorized in writing by Purchaser), (v) safeguard the physical security of Purchaser's Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Contract, will have access to any of Purchaser's Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its

employees, representatives, agents or assigns will not solicit any of Purchaser's employees for any purpose. The Parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in full force and effect, after the date of termination or expiration of this Contract.

4.23 CONFIDENTIALITY

- A. Except as otherwise provided herein, Contractor shall hold in confidence and not disclose to others, business or technical information disclosed to Contractor by Owner or acquired by Contractor in the course of performing the Services hereunder for Owner. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, or (ii) is required to be publicly disclosed under law.

4.24 OFFICE OF FOREIGN ASSET CONTROL (OFAC)

- A. Pursuant to United States Presidential Executive Order 13224 ("Executive Order") and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of these persons or entities ("Blocked Persons") are updated frequently. In addition, OFAC enforces other Executive Orders which, from time to time, impose restrictions on transactions with, or involving certain countries. Contractor hereby certifies and represents that neither it, nor any of its owners, members of its governing body, management, employees or agents is on the List or is acting for, or on behalf any person or entity on the List. Contractor further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of the Contract.
- B. Under no circumstance shall either party be liable for special, indirect, or consequential damages of any kind.

4.25 IRAN DIVESTMENT ACT

- A. By signing this agreement, Vendor certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

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

CONTRACTOR NAME _____

BY _____ DATE _____

PRINTED NAME _____ TITLE _____

**Wake County General Services Administration
Raleigh, NC**

BY _____ DATE _____
Director of General Services Administration

BY: _____ DATE _____
Wake County Manager

BY: _____ DATE _____
Wake County Finance Director

Attachments #1 - #4 – Equipment Coverages - Attached and made a part of this Contract.

Schedule "A" – Wake County Courthouse Elevators - Attached and made a part of this Contract.

Schedule "B" – Hydraulic Elevators - Attached and made a part of this Contract.

Schedule "C" – Traction Elevators - Attached and made a part of this Contract.

Schedule "D" – Public Safety Center Elevators - Attached and made a part of this Contract.

Schedule "E" – Wake County Justice Center Elevators - Attached and made a part of this Contract.

Schedule "F" - Wake County Equipment Description – Attached and made a part of this Contract.

Attachment #5 - Special Conditions (if applicable) - Attached and made a part of this Contract.

Appendix "A" – Additional Services (if applicable)

Rider "A" – Attached and made a part of this Contract.

Exhibit "A" – Schedule of Initial Base Hourly Rates – Attached and made a part of this Contract.

Exhibit "B" – Contractor's Schedule of Unit Prices – Attached and made a part of this Contract.

ATTACHMENT 1

VERTICAL TRANSPORTATION
FULL COVERAGE MAINTENANCE CONTRACT AND SPECIFICATIONS
EQUIPMENT COVERAGE ATTACHMENT
HYDRAULIC ELEVATOR

1.01 CONTRACT SPECIFIED SERVICE PROVISIONS

TABLE 1	
Type of Vertical Transportation Equipment	Frequency of Scheduled Systematic Examinations
Hydraulic elevators	1.0 hours per unit per month

TABLE 2	
Type of Vertical Transportation Equipment	Minimum preventative maintenance hours per month per unit
Hydraulic elevators	1.0 hours per unit per month

1.02 REPAIRS, RENEWALS AND REPLACEMENTS

A. Contractor shall maintain, repair, or replace the following:

1. Automatic power and manually operated door systems, car door and gate hangers, car door and gate contact, door protective device, guides, stops and appurtenances, car safety mechanism, platform, car sills, elevator car guide shoes, gibs or rollers and appurtenances.
2. Motor, motor windings, rotating element, stator, bearings, rotors, starters, solid-state power drives complete and associated apparatus, speed monitoring equipment and attachments.
3. Controller, selector and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contact leads, dashpots, timing devices, computer devices, insulators, solenoids, resistance grids, mechanical and electrical driving equipment, diagnostics, troubleshooting tools, monitors and associated apparatus.
4. Governor, governor sheave and shaft assembly, bearings, contacts and governor tension sheave assemblies.
5. Overhead, 2:1, and deflector sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, activating cams, compensating equipment, counterweight and counterweight guide shoes including rollers or gibs.
6. Hoistway door interlocks, top tracks, hanger rollers, operating linkages and auxiliary door closing devices, hoistway landing, leveling and encoding systems complete, and power door clutch engaging systems complete.
7. Car and hall lanterns, lobby fixtures, car operating panels, car and hall position indicators, hall push-button fixtures, audible/visible signals and controls complete, emergency lighting, communication devices, remote operating and signal equipment complete.
8. The Contractor shall examine and equalize tension on all wire ropes and renew them whenever necessary to ensure the maintenance of adequate safety factor. Contractor

shall also shorten all ropes as required to maintain legal bottom clearances and perform all safety code re-shackling procedures per ASME A17.1 Standards.

9. The Contractor shall repair and/or replace all electrical traveling cables, wiring and conductors extending to the controls from main line switch in the Machine Room and outlets in the hoistways.
10. The Contractor shall be responsible for re-lamping all lighting fixtures in the pit, machine room, and hoistway (excluding cab lighting) as required.
11. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, packings, belts, recovery devices, overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, muffler, heater and shut-off valves.
12. The Contractor shall be responsible under this Contract for providing all services required to properly maintain any hydraulic cylinder warranty provided as part of the original installation.
13. The following items of equipment are excluded: Main line power switch and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors, door frames and hoistway sills, buried hydraulic piping and cylinder assemblies.

1.03 PERFORMANCE PARAMETERS

TABLE 3		
Parameter	Microprocessor Control	Non-Microprocessor
Contract Speed	±5%	±5%
Leveling Accuracy	1/4"	1/4"
Door Open Speed in Seconds	2x close speed	2x close speed
Door Close Speed in Seconds	Code + 10%	Code + 10%
Door Close Speed Nudging in	Code + 10%	Code + 10%
Door Nudging Activation in Seconds	30 – 60	30 - 60
Door Dwell - Car Call in Seconds (ADA Compliant)	3.0	3.0
Door Dwell - Hall Call in Seconds (ADA Compliant)	5.0 - 6.0	5.0 - 6.0
Performance Time in Seconds (12' floor height)	100fpm 14 - 16 150fpm 12 - 14	100fpm 14 - 16 150fpm 12 - 14
Ride Quality	30 mg	30 mg
Sound Quality (during door operation, with fan running)	70 dba	70 dba

TABLE 4		
Parameter	Microprocessor Control	Non-Microprocessor Control
Callback Rate per Year	3 – 5	3 - 5

ATTACHMENT 2

VERTICAL TRANSPORTATION
FULL COVERAGE MAINTENANCE CONTRACT AND SPECIFICATIONS
EQUIPMENT COVERAGE ATTACHMENT
GEARED ELEVATOR

1.01 CONTRACT SPECIFIED SERVICE PROVISIONS

TABLE 1	
Type of Vertical Transportation Equipment	Frequency of Scheduled Systematic Examinations
Non-microprocessor geared traction elevators	
Microprocessor geared traction elevators	

TABLE 2	
Type of Vertical Transportation Equipment	Minimum preventative maintenance hours per month per unit
Non-microprocessor geared traction elevators	2 hours per unit per month
Microprocessor geared traction elevators	2 hours per unit per month

1.02 REPAIRS, RENEWALS AND REPLACEMENTS

A. Contractor shall maintain, repair, or replace the following:

1. Automatic power and manually operated door systems, car door and gate hangers, car door and gate contact, door protective device, guides, stops and appurtenances, car safety mechanism, platform, car sills, elevator car guide shoes, gibs or rollers and appurtenances.
2. Geared machinery, worm, gear, bearings, drive sheave, deflector sheave, brake assembly, component parts, and all associated castings.
3. Motor, motor generator, motor windings, rotating element, stator, bearings, rotors, starters, solid-state power drives complete and associated apparatus, speed monitoring equipment and attachments.
4. Controller, selector and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contact leads, dashpots, timing devices, computer devices, insulators, solenoids, resistance grids, mechanical and electrical driving equipment, diagnostics, troubleshooting tools, monitors and associated apparatus.
5. Governor, governor sheave and shaft assembly, bearings, contacts and governor tension sheave assemblies.
6. Overhead, 2:1, deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, activating cams, compensating equipment, counterweight and counterweight guide shoes including rollers or gibs.
7. Hoistway door interlocks, top tracks, hanger rollers, operating linkages and auxiliary door closing devices, hoistway landing, leveling and encoding systems complete, and power door clutch engaging systems complete.
8. Car and hall lanterns, lobby fixtures, car operating panels, car and hall position indicators, hall push-button fixtures, audible/visible signals and controls complete,

emergency lighting, communication devices, remote operating and signal equipment complete.

9. The Contractor shall examine and equalize tension on all wire ropes and renew them whenever necessary to ensure the maintenance of adequate safety factor. Contractor shall also shorten all ropes as required to maintain legal bottom clearances and perform all safety code re-shackling procedures per ASME A17.1 Standards.
10. The Contractor shall repair and/or replace all electrical traveling cables, wiring and conductors extending to the controls from main line switch in the Machine Room and outlets in the hoistways.
11. The Contractor shall be responsible for re-lamping all lighting fixtures in the pit, machine room, and hoistway (excluding cab lighting) as required.
12. The following items of equipment are excluded: Main line power switch and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors, doorframes and hoistway sills.

1.03 PERFORMANCE PARAMETERS

TABLE 3		
Parameter	Microprocessor Control	Non-Microprocessor Control
Contract Speed	±2%	±5%
Leveling Accuracy	1/4"	1/4"
Door Open Speed in Seconds	2x close speed	2x close speed
Door Close Speed in Seconds	Code + 10%	Code + 10%
Door Close Speed Nudging in	Code + 10%	Code + 10%
Door Nudging Activation in Seconds	30 – 60	30 – 60
Door Dwell - Car Call in Seconds (ADA Compliant)	3.0	3.0
Door Dwell - Hall Call in Seconds (ADA Compliant)	5.0 – 6.0	5.0 – 6.0
Performance Time in Seconds (12' floor height)	350fpm 9 - 11	350fpm 10 – 12
Ride Quality	20 mg	20 mg
Sound Quality (during door operation, with fan running)	67 dba	67 dba

TABLE 4		
Parameter	Microprocessor Control	Non-Microprocessor Control
Callback Rate per Year	3 - 5	3 - 5

ATTACHMENT 3

VERTICAL TRANSPORTATION
FULL COVERAGE MAINTENANCE CONTRACT AND SPECIFICATIONS
EQUIPMENT COVERAGE ATTACHMENT
GEARLESS ELEVATOR

1.01 CONTRACT SPECIFIED SERVICE PROVISIONS

TABLE 1	
Type of Vertical Transportation Equipment	Frequency of Scheduled Systematic Examinations
Non-microprocessor gearless traction	
Microprocessor gearless traction	

TABLE 2	
Type of Vertical Transportation Equipment	Minimum preventative maintenance hours per month per unit
Non-microprocessor gearless traction	2 hours per unit per month
Microprocessor gearless traction	2 hours per unit per month

1.02 REPAIRS, RENEWALS AND REPLACEMENTS

A. Contractor shall maintain, repair, or replace the following:

1. Automatic power and manually operated door systems, car door and gate hangers, car door and gate contact, door protective device, guides, stops and appurtenances, car safety mechanism, platform, car sills, elevator car guide shoes, gibs or rollers and appurtenances.
2. Geared machinery, worm, gear, bearings, drive sheave, deflector sheave, brake assembly, component parts, and all associated castings.
3. Motor, motor generator, motor windings, rotating element, stator, bearings, rotors, starters, solid-state power drives complete and associated apparatus, speed monitoring equipment and attachments.
4. Controller, selector and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contact leads, dashpots, timing devices, computer devices, insulators, solenoids, resistance grids, mechanical and electrical driving equipment, diagnostics, troubleshooting tools, monitors and associated apparatus.
5. Governor, governor sheave and shaft assembly, bearings, contacts and governor tension sheave assemblies.
6. Overhead, 2:1, deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, activating cams, compensating equipment, counterweight and counterweight guide shoes including rollers or gibs.
7. Hoistway door interlocks, top tracks, hanger rollers, operating linkages and auxiliary door closing devices, hoistway landing, leveling and encoding systems complete, and power door clutch engaging systems complete.
8. Car and hall lanterns, lobby fixtures, car operating panels, car and hall position indicators, hall push-button fixtures, audible/visible signals and controls complete,

emergency lighting, communication devices, remote operating and signal equipment complete.

9. The Contractor shall examine and equalize tension on all wire ropes and renew them whenever necessary to ensure the maintenance of adequate safety factor. Contractor shall also shorten all ropes as required to maintain legal bottom clearances and perform all safety code re-shackling procedures per ASME A17.1 Standards.
10. The Contractor shall repair and/or replace all electrical traveling cables, wiring and conductors extending to the controls from main line switch in the Machine Room and outlets in the hoistways.
11. The Contractor shall be responsible for re-lamping all lighting fixtures in the pit, machine room, and hoistway (excluding cab lighting) as required.
12. The following items of equipment are excluded: Main line power switch and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors, doorframes and hoistway sills.

1.03 PERFORMANCE PARAMETERS

TABLE 3		
Parameter	Microprocessor Control	Non-Microprocessor Control
Contract Speed	±2%	±5%
Leveling Accuracy	1/4"	1/4"
Door Open Speed in Seconds	2x close speed	2x close speed
Door Close Speed in Seconds	Code + 10%	Code + 10%
Door Close Speed Nudging in	Code + 10%	Code + 10%
Door Nudging Activation in Seconds	30 – 60	30 – 60
Door Dwell - Car Call in Seconds (ADA Compliant)	3.0	3.0
Door Dwell - Hall Call in Seconds (ADA Compliant)	5.0 – 6.0	5.0 – 6.0
Performance Time in Seconds (12' floor height)	500+ fpm 8.5 – 9.0	500+ fpm 8.5 – 9.0
Ride Quality	20 mg	20 mg
Sound Quality (during door operation, with fan running)	67 dba	67 dba

TABLE 4		
Parameter	Microprocessor Control	Non-Microprocessor Control
Callback Rate per Year	3-5	3-5

ATTACHMENT 4

VERTICAL TRANSPORTATION
FULL COVERAGE MAINTENANCE CONTRACT AND SPECIFICATIONS
EQUIPMENT COVERAGE ATTACHMENT
ESCALATORS

1.01 CONTRACT SPECIFIED SERVICE PROVISIONS

TABLE 1	
Type of Vertical Transportation Equipment	Specified Frequency of Scheduled Systematic Examinations
Escalators	Twice monthly

TABLE 2	
Type of Vertical Transportation Equipment	Specified Minimum Preventative Maintenance Hours Per Month Per Unit
Escalators	2 hours per unit per month

1.02 REPAIRS, RENEWALS AND REPLACEMENTS

A. Contractor shall maintain, repair, or replace the following:

1. Geared machinery, worm, gear, bearings, drive sheave, deflector sheave, brake assembly, component parts, and all associated castings.
2. Motor, motor windings, rotating element, stator, bearings, rotors, starters, solid-state power drives complete and associated apparatus, speed monitoring equipment and attachments.
3. Controller, all relays, solid-state components, resistors, condensers, transformers, contact leads, dashpots, timing devices, computer devices, insulators, solenoids, resistance grids, mechanical and electrical driving equipment, diagnostics, troubleshooting tools, monitors and associated apparatus.
4. Governor, governor sheave and shaft assembly, bearings, contacts and governor tension sheave assemblies.
5. Audible/visible signals and controls complete, remote operating and signal equipment complete.
6. The Contractor shall repair and/or replace all electrical traveling cables, wiring and conductors extending to the controls from main line switch in the Machine Room and outlets in the truss.
7. The Contractor shall be responsible for re-lamping all lighting fixtures in the pit, machine room, and truss as required.
8. Escalator systems' components, including but not limited to, steps, rollers, tracks, lubricators, handrails, guides, starting mechanisms, stop and safety switches, comb plates, hand guards, brush guards, skirt boards, step/handrail driving mechanisms complete, demarcation lighting and/or safety strips or other markings.
9. The following items of equipment are excluded: Main line power switch and fuses, escalator truss assembly, escalator floor plates, escalator balustrades.

1.03 PERFORMANCE PARAMETERS

TABLE 3	
Parameter	
Callback Rate per Year	3

SCHEDULE A – Wake County Courthouse Equipment Description

Building Name	Address	Unit #	Manufacturer	Model #	Elevator Type	Capacity (BS)	Speed (FPM)	Floors Served
Wake County Court House	316 Fayetteville Street	1	Dover	Dover TIV	Gearless	3500	500	13
Wake County Court House	316 Fayetteville Street	2	Dover	Dover TIV	Gearless	3500	500	13
Wake County Court House	316 Fayetteville Street	3	Dover	Dover TIV	Gearless	3500	500	13
Wake County Court House	316 Fayetteville Street	4	Dover	Dover TIV	Gearless	3500	500	13
Wake County Court House	316 Fayetteville Street	5	Dover	Dover TIV	Geared	2500	200	7
Wake County Court House	316 Fayetteville Street	6	Dover	Dover TIV	Geared	4000	200	8

Not Applicable to this RFP

SCHEDULE B – Hydraulic Equipment Description

Building Name	Address	Unit #	Manufacturer	Model #	Elevator Type	Capacity (LBS)	Speed (FPM)	Floors Served
Larry B Zieverink ATC	3000 Falstaff Road	1	Southern	Relay	Hydraulic	3000	100	2
Community Services Center	401 E Whitaker Mill Rd	1	Dover	Relay	Hydraulic	2100	100	2
Wakebrook Crisis and Recovery Center	111 Sunnybrook Road	1	Schindler	330A	Hydraulic	5000	125	2
Wakebrook Crisis and Recovery Center	107 Sunnybrook Road	1	Schindler	330A	Hydraulic	5000	125	2
HS 10 Sunnybrook	10 Sunnybrook Road	1	Dover	DMC-1	Hydraulic	3500	125	4
HS 10 Sunnybrook	10 Sunnybrook Road	2	Dover	DMC-1	Hydraulic	3500	125	4
HS 10 Sunnybrook	10 Sunnybrook Road	3	Dover	DMC-1	Hydraulic	3500	125	4
HS 10 Sunnybrook	10 Sunnybrook Road	4	Dover	DMC-1	Hydraulic	3500	125	4
HS 10 Sunnybrook	10 Sunnybrook Road	5 (DW)	Matot	SAC 5	Dumbwaiter	150	50	4
Crosby Garfield	568 E. Lenoir Street	1	Southern	Relay	Hydraulic	2100	100	4
Law Enforcement Training Center	Law Enforcement Drive	1	Schindler	330A	Hydraulic	3500	125	2
Marbles Children's Museum	201 E. Hargett Street	1	Dover	Relay	Hydraulic	3500	150	2
Marbles Children's Museum	201 E. Hargett Street	2	Dover	Relay	Hydraulic	10000	75	2
HS 10 Sunnybrook Parking Deck	10 Sunnybrook Road	1	Schindler	MPH2	Hydraulic	2500	125	4
HS 10 Sunnybrook Parking Deck	10 Sunnybrook Road	2	Schindler	MPH2	Hydraulic	2500	125	4
Cornerstone	Snow Avenue	1	Dover	DMC	Hydraulic	2100	100	3
Wachovia IMAX Theater	116 S Person Street	1	TKE		Hydraulic	2100	100	2
Bayleaf Fire Department Station #1	11713 Six Forks Rd.	1	Thyssen Krupp	Relay	Hydraulic	2500	100	2
Five County Stadium	501 Hwy 39	1	Dover	DMC	Hydraulic	4500	100	3

SCHEDULE C – Traction Equipment Description

Building Name	Address	Unit #	Manufacturer	Model #	Elevator Type	Capacity (LBS)	Speed (FPM)	Floors Served
Wake County Detention Center (1B)	3301 Hammond Road	1	Schindler	330A	Hydraulic	4500	125	3
Wake County Detention Center (1B)	3301 Hammond Road	2	Schindler	330A	Hydraulic	4500	125	3
Wake County Detention Center (Expansion)	3301 Hammond Road	3	Schindler	Miconic	Traction	2500	125	3
Wake County Detention Center (Expansion)	3301 Hammond Road	4	Schindler	Miconic	Traction	2500	125	3
Wake County Detention Center (Expansion)	3301 Hammond Road	5	Schindler	Miconic	Traction	2500	125	3
Wake County Detention Center (Expansion)	3301 Hammond Road	6	Schindler	Miconic	Traction	2500	125	3
Wake County Detention Center Parking Deck	3303 Hammond Road	1	Schindler	330A	Hydraulic	3500	150	3
Wake County Detention Center Parking Deck	3303 Hammond Road	2	Schindler	330A	Hydraulic	3500	150	3

Not Applicable to this RFP

SCHEDULE D – Public Safety Center Equipment Description

Building Name	Address	Unit #	Manufacturer	Model #	Elevator Type	Capacity (LBS)	Speed (FPM)	Floors Served
Public Safety Center	330 S. Salisbury Street	1	Otis	Collective	Hydraulic	3500	150	3
Public Safety Center	331 S. Salisbury Street	2	Otis	Collective	Hydraulic	3500	150	3
Public Safety Center	332 S. Salisbury Street	3	Otis	Elevonic	Geared	4000	350	12
Public Safety Center	333 S. Salisbury Street	4	Otis	Elevonic	Geared	4000	350	12
Public Safety Center	334 S. Salisbury Street	5	Otis	Elevonic	Geared	4000	350	12
Public Safety Center	335 S. Salisbury Street	6	Otis	Elevonic	Geared	4000	350	12
Public Safety Center	336 S. Salisbury Street	7	Otis	Collective	Hydraulic	3500	150	3
Public Safety Center	337 S. Salisbury Street	8	Otis	Collective	Hydraulic	3500	150	4

SCHEDULE E –Wake County Justice Center Equipment Description

Building Name	Address	Unit #	Manufacturer	Model #	Elevator	Capacity	Speed	Floors
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					Type	(LBS)	(FPM)	Served
Justice Center	300 S. Salisbury Street	1	Schindler	Miconic	Gearless	4000	700	10
Justice Center	300 S. Salisbury Street	2	Schindler	Miconic	Gearless	4000	700	10
Justice Center	300 S. Salisbury Street	3	Schindler	Miconic	Gearless	4000	700	10
Justice Center	300 S. Salisbury Street	4	Schindler	Miconic	Gearless	4000	700	10
Justice Center	300 S. Salisbury Street	5	Schindler	Miconic	Gearless	4000	700	10
Justice Center	300 S. Salisbury Street	6	Schindler	Miconic	Gearless	4000	700	10
Justice Center	300 S. Salisbury Street	7	Schindler	Miconic	Gearless	4000	350	4
Justice Center	300 S. Salisbury Street	8	Schindler	Miconic	Gearless	4000	350	4
Justice Center	300 S. Salisbury Street	9	Schindler	Miconic	Gearless	4000	350	4
Justice Center	300 S. Salisbury Street	10	Schindler	Miconic	Gearless	4000	350	4
Justice Center	300 S. Salisbury Street	11	Schindler	Miconic	Gearless	3500	200	3
Justice Center	300 S. Salisbury Street	12	Schindler	Miconic	Gearless	3500	350	3
Justice Center	300 S. Salisbury Street	13	Schindler	Miconic	Gearless	3500	350	8
Justice Center	300 S. Salisbury Street	14	Schindler	Miconic	Gearless	3500	350	7
Justice Center	300 S. Salisbury Street	15	Schindler	Miconic	Gearless	3500	500	12
Justice Center	300 S. Salisbury Street	16	Schindler	Miconic	Gearless	5000	500	13
Justice Center	300 S. Salisbury Street	17	Schindler	Miconic	Gearless	3500	350	3
Justice Center (Escalator)	300 S. Salisbury Street	1	Schindler	9300		100		
Justice Center (Escalator)	300 S. Salisbury Street	2	Schindler	9300		100		
Justice Center (Escalator)	300 S. Salisbury Street	3	Schindler	9300		100		
Justice Center (Escalator)	300 S. Salisbury Street	4	Schindler	9300		100		

SCHEDULE F – Wake County Equipment Description

Building Name	Address	Unit #	Manufacturer	Model #	Elevator Type	Capacity (LBS)	Speed (FPM)	Floors Served
Cameron Village Library	1930 Clark Avenue	1	Schindler	300 A	Hydraulic	2500	150	2
Cameron Village Library	1930 Clark Avenue	2	Schindler	300 A	Hydraulic	2500	150	2
Wake County Office Bldg	336 Fayetteville Street	1	WECO/Schindler	Miconic V	Gearless	2500	700	15/16
Wake County Office Bldg	336 Fayetteville Street	2	WECO/Schindler	Miconic V	Gearless	2500	700	15/16
Wake County Office Bldg	336 Fayetteville Street	3	WECO/Schindler	Miconic V	Gearless	2500	700	15/16
Wake County Office Bldg	336 Fayetteville Street	4	WECO/Schindler	Miconic V	Gearless	2500	700	15/16
Wake County Office Bldg	336 Fayetteville Street	5	WECO/Schindler	Miconic TXR5	Gearless	2500	700	11
Wake County Office Bldg	336 Fayetteville Street	6	WECO/Schindler	Miconic TXR5	Gearless	2500	700	11
Wake County Office Bldg	336 Fayetteville Street	7	Rotary	Push Button	Hydraulic	10000	20	2
Wake County Parking Deck	214 Cabarrus Street	1	Schindler	400 A	Gearred	3500	350	5
Wake County Parking Deck	215 Cabarrus Street	2	Schindler	400 A	Gearred	3500	350	5
Wake County Parking Deck	216 Cabarrus Street	3	Schindler	400 A	Gearred	3500	350	5
Wake County Parking Deck	217 Cabarrus Street	4	Schindler	400 A	Gearred	3500	350	5
HS Swinburne	220 Swinburne Street	1	Schindler	Miconic A	Gearred	3500	350	5
HS Swinburne	220 Swinburne Street	2	Schindler	Miconic A	Gearred	3500	350	5
HS Swinburne	220 Swinburne Street	3	Schindler	Miconic A	Gearred	3500	350	5

ATTACHMENT 5

DETENTION, INMATE TRANSPORT and COURT ELEVATOR LIST
(See Security related Section 1.16K)

<u>Facility</u>	<u>Elevator Numbers</u>	<u>Area Served</u>
Wake County Justice Center	#13 and #14	Inmate Transport
Wake County Detention Center	#5, #6 & #7	Logistics/Inmate Transport
Public Safety Center	#3, #4, #5 & #6	Inmate Transport
Wake County Courthouse	#5 & #6	Inmate Transport / Court

CRITICAL ELEVATOR LIST – NON-SECURITY RELATED

Marbles Kids Museum	Passenger	Public/Child Transport
WakeBrook CAU	Passenger	1 st and 2 nd Floors
WakeBrook SAU	Passenger	1 st and 2 nd Floors
Wake County Courthouse	#5	Inmate Transport
Wake County Parking Deck	#1, #2, #3 & #4	Public/Generates Revenue
Sunnybrook Parking Deck	#2 Southwest Corner	Wake Tech
Cornerstone	Passenger	Housing
Wake County Courthouse	#1	Freight
Five County Stadium	#1	Production Room, Restaurant

APPENDIX "A"

INSERT ADDITIONAL SERVICES AND/OR CONDITIONS

RIDER "A"

ALTERNATE NO. 1

Alternate for Standby Services - Contractor shall provide systematic examinations, adjustments, cleaning and lubrication of all equipment. The Contractor shall include a minimum of ____ qualified technician(s) ____ hours per (day) (week) (month) that is to be dedicated to routine preventive maintenance procedures.

ALTERNATE NO. 2

In addition to regular examinations, callbacks and repairs, the Contractor shall provide a minimum of five (5) regular and five (5) overtime callbacks for nuisance items (power outage, keys in the pit. etc.)

Add \$ _____

ALTERNATE NO. 3

This alternate contains hoist or compensation rope replacement for elevators at the Wake County Office Building.

	Building Name	Unit #	Manufacturer	Model #	Capacity (LBS)	Speed (FPM)	Floors Served	Service	Cost
A	Wake County Office Bldg	1	WECO/Schindler	Miconic V	2500	700	15/16	Hoist Rope Replacement	Add \$ _____
B	Wake County Office Bldg	2	WECO/Schindler	Miconic V	2500	700	15/16	Hoist Rope Replacement	Add \$ _____
C	Wake County Office Bldg	5	WECO/Schindler	Miconic TXR5	2500	700	11	Hoist Rope Replacement	Add \$ _____
D	Wake County Office Bldg	6	WECO/Schindler	Miconic TXR5	2500	700	11	Compensation rope replacement	Add \$ _____

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*Time and .7 Rate Hourly Selling Price	**Double Time Rate Hourly Selling Price
Mechanic						
Helper						

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

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

SCHEDULE OF ALTERNATES

	Cost \$	Labor dedicated to routine preventive maintenance
ALTERNATE NO. 1	N/A	_____ qualified technician(s) _____ hours per (day) (week) (month)
ALTERNATE NO. 2		N/A
ALTERNATE NO. 3 - A		N/A
ALTERNATE NO. 3 - B		N/A
ALTERNATE NO. 3 - C		N/A
ALTERNATE NO. 3 - D		N/A

EXHIBIT "B"

CONTRACTOR'S SCHEDULE OF UNIT PRICES

TYPE OF UNIT	BUILDING ELEVATOR (DESIGNATION)	(1) MONTHLY MAINTENANCE CHARGE EACH	(2) NUMBER OF UNITS	TOTAL MONTHLY PRICE (1) x (2)	TOTAL ANNUAL PRICE (1) x (2) x 12 MONTHS
TOTAL MONTHLY PRICE FOR _____ (____)UNITS				\$	
TOTAL FIRST YEAR ANNUAL PRICE FOR _____ (____)UNITS					\$