

OWNERS FORM OF VERTICAL TRANSPORTATION

**MAINTENANCE CONTRACT
AND
SPECIFICATIONS FULL COVERAGE**

FOR

THIRTEEN (13) ELEVATORS

AT

**ANN ARBOR DDA
ANN ARBOR, MI**

DATE: August 18, 2023

VDA NO. 66361

Elevator Contractor: _____

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DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

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

_____ (hereinafter called the Contractor) shall furnish services to Ann Arbor DDA (hereinafter called the Purchaser) on the vertical transportation systems and related equipment. All vertical transportation systems and locations are listed in Exhibit “B.”

Loc #	Site Name	Number of Units
1	Maynard	2 Passenger Elevators
2	Ann Ashley	2 Passenger Elevators
3	Fourth and Washington	1 Passenger Elevators
4	Fourth and William	3 Passenger Elevators
5	Forrest	2 Passenger Elevators
6	Library Lane	3 Passenger Elevators

PART 1 - GENERAL CONDITIONS

1.1 CONTRACT INTENT

- A. The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for 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 agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.
- C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the O.E.M 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 agreement with the Professionals' Seal and Stamp.

1.2 DEFINITIONS OF TERMS

- A. The term “Purchaser” or “Owner,” as used herein, refers to the person, organization, corporation or other entity representing building ownership and the relative responsibilities under this contract.
- B. The term Purchaser’s or Owner’s “Agent,” “Designee,” “Representative” or references of similar import, as used herein, refers to any outside agent hired or retained by the Owner(s) for the purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this contract.
- C. The term “Authority,” “Governing Authority (GA)”, “Authority Having Jurisdiction (AHJ),” or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.
- D. The term “Contractor,” “Elevator Contractor” or “Vendor” as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies having an agreement with the "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 VDA.
- G. The term “Agreement,” “Contract” or “Contract Documents,” as used herein, consists of this specific document, pages 1 to 41; and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Agreement.

1.3 ABBREVIATIONS AND SYMBOLS

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

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

1.4 AGREEMENT COVERAGE

- A. The entire vertical transportation systems 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. 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 agreement is also covered by the contract specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. 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.

1.5 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working day of the elevator trade, 8:00 A.M. to 4:30 P.M., Monday through Friday, except union designated holidays. Contractor to provide a list of union designated Holidays.
- B. All work shall be scheduled in advance and agreed to by Owner prior to working being performed. Scheduling shall take into account Owner's calendar of events to avoid disruptions to the location requirements.
- C. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through Owner.
 - 1. Owner retains the right to have such work completed during overtime hours with the understanding Contractor shall pay for the regular labor portion and Owner's extraordinary obligation is extra premium labor costs only.
 - 2. Emergency Callback Services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.
 - 3. Travel time for all callback service shall be capped at two (2) hours (roundtrip) per callback.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Qualified Technicians and Mechanics directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract 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 incidentals 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 make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at contractor's expense.

1.7 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of the end of each billing period. In addition, 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.
 - 1. Payment for Emergency Callback services shall be included in the monthly lump sum price for procedures performed during regular working hours of regular working days of the elevator trade. If overtime services are requested, Owner shall pay for the bonus (overtime) portion of such hours applicable only. Base labor hours shall be included in the monthly maintenance price with extra charges limited to the premium labor portion of work approved by the Owner's Designee. No additional travel and/or sundries fee will be permitted.

1.8 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADES

- A. Full comprehensive service and repair coverage shall be included under the terms of this agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method, or cost assignment for the life of the contract.

- D. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to the Owner.

1.9 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.

1.10 RECORD KEEPING

- 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 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., and these records will be property of the Owner. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations.

1.11 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete one (1) digital and one (1) hard copy sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.

1.12 REPORTS BY CONTRACTOR

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

1.13 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 annual renewal date of this agreement each year.
- C. Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:
 1. Eighty percent (80%) of the current fee shall be used to represent the labor portion of the contract.
 2. Twenty percent (20%) of the current fee shall be used to represent the material portion of the contract.
- D. The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the agreement.
 1. The initial base labor cost amount is \$_____. This represents the cost of the maintenance Mechanic's hourly wage with associated cost fringe benefits. (No additional overhead or profit.) **(To be entered by the Contractor at the time of award)**
- E. The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics during the month within such adjustment occurs for comparison.
 1. Using _____20 _____ as the base month, the material factor is _____. **(To be entered by the Contractor at the time of award).**
- F. 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 four percent (3%) of the total contracted payment for the preceding contract year.

1.14 INSURANCE COVERAGE

- A. The Contractor shall not commence work under this contract until it has been agreed to and obtained the following minimum insurance coverage:
 1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their

agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this contract.

2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carriers to write insurance and do business in the State of MI. Licensed for Surplus is not acceptable.
3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excluded) of any accidents, 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.
4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent and the Owner of the building, VT equipment from any and all claims under worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner and the Owner's agents from any claim which may arise out of a result of Contractors operations under this service contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
 - a. Commercial General Liability Insurance on an Occurrence basis including:
 - 1) Bodily Injury, Property Damage including Personal Injury and death.
 - 2) Per Project" endorsement.
 - 3) Broad form property damage liability.
 - 4) Blanket Contractual Liability including contractual liability assumed by this contract.
 - 5) Independent Contractors Protective Liability coverage. The minimum limit for Comprehensive Liability insurance coverage shall be:
 - a) Each Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000including "Per Project" endorsement Products & Completed

- Operations Aggregate: \$1,000,000
- b) Excess liability limits of not less than:
Each Occurrence: \$4,000,000
Coverage to follow form of underlying policies.
- c) Worker's Compensation Insurance - In accordance with the statutory limits.
- d) Employer's Liability Insurance – With a minimum limit of not less than:
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 each employee
Bodily Injury by Disease: \$1,000,000 policy limit
- e) Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.

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

1.15 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.
- 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. Cancellation of this agreement prior to the expiration date shall entitle the contractor to payment for services rendered up to and including the date of cancellation; and the 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 agreement expiration.

1.16 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:

Jada Hahlbrock, CAPP
 Manager of Parking Services
 Ann Arbor DDA
 734-567-8025

1.17 PAYMENT/TERMS

- A. This service will be furnished from _____ (**To be entered at award**) for the period of three (3) years. All replacement parts, repairs, adjustments and associated services, as specified herein, shall be supplied, installed, performed and conducted at the Contractor's sole cost and expense unless otherwise specified herein.
1. Automatic Renewal:
 - a. The Purchaser/Owner shall have the right to renew this agreement on a year-to-year basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact.
 2. The Purchaser/Owner agrees to pay the Contractor on a monthly basis, the fee of _____ Dollars (\$_____) (**To be entered by the Contractor**) during the term of this agreement, subject to price adjustments as specified herein.
 - a. Monthly invoices shall indicate the base monthly portions of the contract amount due under the agreement for maintenance services.
 - b. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
 - c. Extraordinary work and/or other work, as approved by the Purchaser/Owner, shall be invoiced separately upon completion and acceptance of the work or other services performed.

1.18 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/email 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 and equipment as a result of work performed or another subcontractor's failure to perform.

1.19 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 agreement.
 - 1. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication if any, is not intended to expand coverage or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the Purchaser.

1.20 LABOR LAWS

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

1.21 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.

1.22 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.

1.23 CONTRACTOR'S LICENSE

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

1.24 WAIVER

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

1.25 ATTORNEYS' FEES

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

1.26 LIMITATION OF LIABILITY

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

1.27 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement or Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.
- B. Both parties have participated in the preparation of this Agreement and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Agreement.

1.28 SEVERABILITY AND REFORMATION

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

1.29 SURVIVABILITY

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

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide a scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a per unit minimum of one (1) hour per month (hydraulic) and two (2) hours per month (traction).

2.2 CLEANING

- A. The Contractor shall during the course of all examinations remove and properly discard immediately all accumulated dirt and debris from the equipment room(s), car top(s) and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris each year.

2.3 PAINTING

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

2.4 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
 - 1. Semi-Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 - 2. As required, the Contractor shall correct noted deficiencies in addition to preparation and filing of appropriate Affirmation of Correction(s) within the stipulated timeframe as

required by the AHJ. Applicable fees associated with this filing shall be covered under the terms of the agreement.

3. Where required work necessary to resolve aforementioned deficiencies is not covered under the terms of this agreement, Contractor shall submit proposals within five (5) business days on critical items otherwise, within fourteen (14) business days in an effort to meet applicable correction deadlines.
 - a. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
4. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME standards.
5. The Owner retains the right to have these tests performed on a not-to-interfere basis at any hour of the day and any day of the week; and the cost for overtime work shall be limited to the premium labor portion for work performed on an overtime basis.

2.5 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 (0.5) hour during regular working hours and 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 two (2) hours during regular working hours and within two (2) hours between 6:00 a.m. and 8:00 a.m. and 4:30 p.m. and 6:30 p.m. Monday through Friday, except holidays.
 3. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within three (3) hours at all other times not specified above in "1" or "2."

2.6 MAINTENANCE OF ELEVATORS

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

equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. All maintenance shall be at least in accordance with the provisions of law, as well as with governmental rules, regulations and orders applicable. Whenever services are rendered under this Agreement, it shall be Contractor's responsibility to contact Owner to report the kind of service rendered.

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

g. Scheduled Requirements:

- 1) See Owner - Investigate and correct all complaints.
- 2) Operate Vertical Transportation Systems: (From inside the car under normal operation.)
 - a) Check for any unusual noise or operation function.
 - b) Check floor stopping accuracy/leveling/pre-door opening.
 - c) Check alarm bell/stop switch.
 - d) Check door protection/operational appurtenances.
 - e) Perform necessary, immediate repairs/adjustments.
 - f) Check operating and signal equipment.
- 3) Machine Room and Secondary:
 - a) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating and contamination. Review hydraulic control valves and associated apparatus.
 - b) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration and heating and clearances between rotating elements and poles.
 - c) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans and wipe down equipment. Observe worm gears for back lash and thrust play where applicable. Inspect brake components for wear and operation. Observe physical conditions in standing and operating modes.
 - d) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes.
 - e) Overspeed Governor and Auxiliary Sheaves - Check for any unusual noise, vibrations or other physical deteriorations.
 - f) Perform necessary immediate repairs/adjustments.
- 4) Minimum Monthly (Twelve [12] times a year)
 - a) Perform general inspection of machinery, traction motor, generator, brushes, gear box, pulleys, brakes, governor, selectors, or floor controllers. Lubricate as required.
 - b) Empty drip pans, discard oil, check reservoir oil level and add oil as needed.
 - c) Inspect and lubricate machinery, contacts, linkage and gearing.
 - d) Clean and inspect controller, selectors, relays, connectors, contacts.
 - e) Ride car and observe operation of doors, leveling, reopening devices, and smoothness.
 - f) If rails are lubricated, check condition and lubrication. Service lubricators.
 - g) Check operation of all hoistway door interlocks.
 - h) Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, shaftway

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

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

- iv. Check door protection/operational appurtenances.
- v. Check all operating and signal fixtures for illumination and audible functions.
- vi. Check interior ventilation provisions, emergency lighting, light controls and auxiliary equipment.
- vii. Check and observe door operations. Inspect door alignment, guides and closing pressure.

6) Machine Room and Secondary:

- a) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating and contamination.
- b) Check all controller resistance tubes, grids and connections for obvious deficiencies.
- c) Remove controller fuses. Clean fuses and holders.
- d) Inspect selector and/or encoder drive components and operating functions. Lubricate components per the O.E.M. specifications.
- e) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration and heating. Check brush tensioning and wear. Perform a visual inspection of armature, field coils and interpole windings, connections, leads and commutator risers for physical deteriorations and damaged insulation.
- f) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans and wipe down equipment. Observe worm gears for back lash and thrust play. Inspect brake components for wear and operation. Check all machine component fastenings to include drive sheave and ring gear bolts, machine hold-downs, couplings, brake drum pulleys, isolation mounts and covers. Inspect brake linings and drum surfaces.
- g) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes. Inspect position of wire ropes in traction drive sheave grooves. Monitor rope slippage under normal operating modes. Inspect all speed monitoring and control apparatus.
- h) Overspeed Governor/Auxiliary Sheaves - Check for any unusual noise, vibrations or other physical deteriorations. Ensure seals and tags are properly affixed and legible. Lubricate governor(s), selector drives and auxiliary sheave components in accordance with O.E.M. specifications.

7) Car Top:

- a) Clean, lubricate and adjust master door operator when conditions warrant.
- b) Inspect car guides for wear and alignment. (Lubricate sliding shoe systems.) Adjust guide tensioning and observe operation.
- c) Inspect car and counterweight cable hitches.
- d) Inspect counterweight assembly, alignment, and cable tensioning/wear.

- e) Inspect door engaging equipment, car and shaftway door top track assemblies, safety interlock switches and operating linkages for physical wear, dirt or other deteriorations. Clean, lubricate, repair and adjust systems when conditions warrant.
 - f) Observe condition of upper slow-down, directional and final limit switch devices.
 - g) Inspect wire rope conditions and equalization at a minimum of six (6) points in shaftway.
 - h) Inspect hoistway landing, leveling and encoding equipment for alignment, operation and physical condition.
 - i) Inspect top of car operating station, emergency exit cover, work lighting, auxiliary safety switches, tapes and appurtenances.
- 8) Pit Area:
- a) Clean and lubricate governor tension sheave assembly. Check weighted clearance. Inspect cable condition.
 - b) Observe condition of buffer equipment and mountings, strikers, plates, switches and blocking.
 - c) Check stop switch and lighting provisions. Inspect and service oil hydraulic return systems.
 - d) Inspect compensation equipment. Lubricate applicable component parts and check electrical or other safety provisions for physical deteriorations.
 - e) Inspect bottom car guides for wear, alignment and tensioning.
 - f) Inspect bottom of car, safety mechanism, electrical traveling cables and component hitch connections.
 - g) Observe condition of bottom terminal slow-down, directional and final limit switch devices, pit area and remove all trash and debris.
 - h) Check counterweight runby clearance.
- 9) Miscellaneous:
- a) Check all indicating lights, lanterns, gongs, audible and visible signals for proper operation.
 - b) Check all hall push buttons for proper operation.
 - c) Verify that mandated emergency operation testing has been performed per local law requirements or governing authority regulations as directed under this Agreement.
 - d) Record all inspection and lubrication procedures completed in machine room log and issue copy of check sheets or other recorded data to Owner with written recommendations for work procedures to be done by others or an extra cost to Owner by Contractor.
- 10) Perform immediate repairs/adjustments. Notify Owner and schedule major procedures necessitating extended out-of-service time within forty-eight (48) regular working hours of the preventative maintenance inspection with Owner's prior consent and approval.
- 11) Minimum Semi-Annual (Two [2] times per year)

- a) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling.
- b) Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate, as necessary.
- c) Monitor sequence of operation and compare same to the O.E.M. design specification. Check and record individual car performance levels:
 - i. Door open cycle time.
 - ii. Door close cycle time.
 - iii. Long door non-interference dwell time.
 - iv. Short door non-interference dwell time.
 - v. Reduced door non-interference dwell time.
 - vi. Brake to brake time.
 - vii. Flight time.
 - viii. Door closing pressure.
 - ix. Tached speed up direction.
 - x. Tached speed down direction.
- d) Check fire control Phase I and II manual operations and signals.
- e) Check all safety switches for doors, gates or other passenger protection devices.
- f) Ensure hoistway doors are properly aligned, set and self-closing.
- g) Check emergency cab interior lighting system and communication device operations.
- h) Check car door locking, safety switches and passenger protections for proper operation.
- i) Observe vertical transportation system operation for quality of ride, acceleration, deceleration, noise and floor stopping accuracy. Pre-opening, re-leveling or other operational features checked from inside each car.
- j) Perform immediate minor adjustments or repairs to maintain O.E.M. performance standards.
- k) Prepare a written report for all examinations performed and issue same to Owner.

12) Minimum Annual

- a) Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- b) In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ANSI/ASME A17.1 Section 1206.
- c) Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls.

- d) Clean car light fixtures.
- e) Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ANSI/ASME A17.1 -2003 Standards.
- f) Thoroughly clean the machine room, pit, top and bottom of car and all other vertical transportation system components and areas.
- g) Dismantle machine brake assembly. Inspect all pivot pins, bushings, collars, sleeves, guides, bearings, or other operating apparatus for wear. Replace worn component parts, provide new spacers, washers, fittings, etc., to ensure unrestrictive operation. Readjust assembly in accordance with O.E.M. design criteria.
- h) Drain and flush machine housings, oil hydraulic storage tanks, bearings, and lubrication parts. Inspect all exposed equipment for wear. Replace worn or damaged bearings, seals, packings, and gaskets.
- i) Blow out or vacuum windings in rotational equipment, inspect apparatus for internal damages, overheating or other deteriorations. Clean and service contaminated brush riggings, inspect bearings and shafts for wear. Apply insulating varnish to exposed windings and ensure all leads, connections or other electrical apparatus are properly insulated. Inspect grounding provisions and take necessary actions to correct deficiencies. Adjust brush settings, compounding and/or other apparatus to ensure proper operation and efficiencies are maintained.
- j) Provide standby labor for emergency power testing full operational functions.
- k) Record all procedures completed under the annual preventative maintenance program per ASME A17.1 Part 8 Standards and issue Owner a report incorporating extraordinary repairs/adjustments necessary, suggested modifications, component upgrades or other recommendations for improved safety, reliability and performance.
- l) Master Maintenance Schedule (ASME A17.1 Part 8 Standards):
 - i. Prior to commencement of services, the Contractor shall formulate its proposed schedule for the forthcoming year incorporating the "minimum" requirements specified herein for all units.
 - ii. The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.
 - iii. Deviations from this master schedule as desired by Contractor or mandated by other Site and equipment conditions shall be reported to Owner for approval.
 - iv. When conditions warrant or Owner requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the record history of preventative maintenance procedures accomplished prior to the revision.

2.7 MAINTENANCE OF ELEVATORS' EQUIPMENT COVERAGE

- A. At no additional cost to Owner, Contractor shall provide full comprehensive repair, replacement, adjustment, and related service coverage for all component systems including spare or replacement parts unless specifically excluded herein. Failure to provide a particular component, service or other procedure does not limit Contractor's obligation or liability to provide the necessary work or service.
 - 1. Contractor shall perform complete maintenance of the elevators to ensure they may be operated safely in accordance with performance standards and other criteria specified in this agreement twenty-four (24) hours per day, seven (7) days per week except for scheduled preventative maintenance and safety test procedures approved by Owner.
- B. Contractor shall furnish all materials, labor, supplies, parts, equipment barricades, warning signs, semi-permanent structures, or other apparatus necessary or proper for and incidental to maintenance procedures.
- C. Contractor shall be responsible for clearing and paying for any violations and fines related to the Equipment.
- D. Contractor shall be responsible for keeping the exterior of the machinery and any other parts of the equipment free from rust.
- E. The following list of equipment is provided as a means to establish the full comprehensive intent of this agreement. Coverage shall include all associated parts, appurtenances and procedures whether specifically defined or not and shall include the necessary hoisting, rigging or other procedures required for execution of the repair, replacement, adjustment and service of equipment covered under this agreement.
 - 1. Automatic door systems, power operated door systems and manual door/gate systems complete
 - a. Power operator and engagement linkages.
 - b. Car door top track and hanger roller assemblies.
 - c. Car doors and gate, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors and gates.
 - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
 - 2. Car frame, platform and car safety devices complete
 - a. Crosshead, stiles, hitch plates, anti-spin devices, tie rods, supports and related structures.

- b. Car guides, car rollers, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - c. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.
3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete
- a. Geared traction and winding drum units, gearless traction, and related systems complete.
 - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers and hardware.
 - c. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
 - d. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
4. Controls, selectors, solid state power drives, encoding devices, transformers with related wiring, conduit, and circuitry complete
- a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders, and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - c. Filters, fans, blowers, control cabinet air conditioning, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards and printers.
 - d. Cabinets, frames, isolation pads, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
5. Car and counterweight safety systems
- a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps, and hardware.
 - c. Rope grippers and similar apparatus used for compliance with ASME A17.1 Rule 2.19.
6. Hoistway and pit equipment
- a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains and cables with guards used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.

- c. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushings, seals, mounting supports, lubrication devices, guards and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, “S” hooks, guidance systems and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties, and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs, and guards.
7. Operating and signal fixtures with electrical wiring
- a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete.
 - e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
 - f. Remote monitoring systems, controls, monitors, printers, and related apparatus.
8. Hydraulic systems’ components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
9. The following items of equipment are excluded: Main line power switches and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors and door frames.
10. Component Exclusions:
- a. The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
 - b. Car enclosures (including removable panels, suspended ceilings, lighting fixtures, light diffusers, floor coverings, entrance thresholds, trim, and car panel doors). Hoistway enclosures, entrance frames and door panels.
 - c. Below grade hydraulic cylinders and buried piping.
 - d. Machine room power disconnect switches together with fuses, power wiring located before the means of primary disconnect, power fuses or circuit breakers located in the primary means of disconnect, elevator machine room general lighting and

ventilation. Support structures for machine beams or other apparatus normally provided by others and not subject to preventative maintenance procedures by the Elevator Contractor, machine room or other equipment access doors with associated locks, closers, and labeling.

2.8 BASIC OPERATING PERFORMANCE STANDARDS FOR ELEVATORS

- A. Contractor shall monitor and record the operating performance levels of all elevators per the minimum preventative maintenance procedures specified herein.
1. Door open cycle at two (2) FPM, subject to the manufacturer's design criteria.
 2. Door close cycle at one (1) FPM per code.
 3. Long door dwell - The non-interference door open duration time that car/corridor doors remain open in response to a corridor call shall be set in accordance with ADA standard 4.10.7.
 4. Short door dwell - The non-interference door open duration time that car/corridor doors remain open in response to a car call shall be set in accordance with ADA standard 4.10.8.
 5. Nudging: Reduced door closing speed and force operation initiated in conjunction with an audible signal after an extended door protection device interruption. Set @ 20 to 22 seconds.
 6. Brake to brake time measured within cab enclosure for a typical one floor operating run of approximately twelve (12) feet at start of door close cycle until doors are three-quarters (3/4) open at next landing at 5.0 to 5.5 seconds for traction systems and 6.0 to 7.5 seconds for hydraulic systems.
 7. Door close pressure - Measured using compression spring gauge after approximately 1/3 to 1/2 total travel distance of clear opening to determine stall pressure at maximum thirty (30) lbs. per A17.1 code.
 8. Leveling accuracy at sill-to-sill variance measured at multiple landings under varying load condition in both directions of travel maximum one-half (1/2) inch per ADA standards.

2.9 HOURS OF WORK

- A. All work shall be scheduled in advance and agreed to by Owner prior to working being performed. Scheduling shall take into account Owner's calendar of events to avoid disruptions to the location requirements.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through Owner.
1. Owner retains the right to have such work completed during overtime hours with the understanding Contractor shall pay for the regular labor portion and Owner's extraordinary obligation is extra premium labor costs only.
 2. Emergency Callback Services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.
 3. Travel time for callback service shall be capped at 2.0 hours (roundtrip) per callback.
 4. Callbacks fees quoted in exhibit A are to be inclusive of all fees except for taxes.

2.10 PREVENTATIVE MAINTENANCE AND REPAIR PROCEDURE SCHEDULING

- A. Minimum scheduled preventative maintenance, as specified herein shall be performed as approved by Owner. No unit shall be removed from service for elective work procedures during peak operational periods except as approved by Owner. Contractor shall submit a staffing plan to adequately provide and support a proper maintenance and repair schedule.
1. Normal hours for scheduled preventative maintenance work on vertical transportation systems shall be approved by Owner.
 2. Observation checks or other procedures which do not require the unit(s) be removed from normal service or in any way hamper the passenger or freight service operations may be performed at any time of the day subject to Owner's approval and limitation schedules specified herein.
 3. During normal working hours of normal working days, the maximum number of vertical transportation systems which may be out of service for preventative, emergency or other repairs, testing procedures or other work necessitating a reduction in vertical transportation services is limited to the following:
 - a. A maximum of one (1) passenger elevator in the group as approved by Owner.
 - b. All equipment scheduled is subject to approval by Owner for one (1) or more devices to be out of service at a single time.

2.11 OBSOLESCENCE

- A. For the purpose of this contractual contingency, 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 aftermarket 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.
- B. In the event equipment and/or a component part thereof, as covered under this agreement, cannot be replaced on a direct exchange basis, or repaired using readily available components and labor, the condition shall be reported to the Owner designee with the following information:
1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 2. Procurement and installation time for restoration of system service.
 3. Any Local Law or safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests, and approvals).
 4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity, and safety.
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided under Exhibit 'A' shall be used to compute the extraordinary labor charge if applicable.
 - b. 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.
 - c. At Owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
 - 2. Subsequent to the Owners authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
 - D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
 - 1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability.
 - a. Should the contractor reject an obsolescence repair by others, a qualified third-party consultant shall be commissioned to evaluate work and render a decision regarding the acceptability of the prevailing conditions.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.1 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common emergency call-back service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware. Contractor shall provide the owner an inventory of the part inventory within 90 days of signing this contract.
- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Purchaser per the maintenance agreement.

3.2 MATERIALS AND WORKMANSHIP

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

3.3 PERFORMANCE GUARANTEE

- A. Contractor's failure to provide the specified Minimum Hours in "Section 2.1" for routine preventive maintenance monthly shall result in the Contractor 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." If the Contractor fails to provide the required Monthly Minimum Hours for routine preventive maintenance for two (2) consecutive quarters, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.
- B. Contractor's failure to respond within the entrapment callback timeline as outlined in section 2.5 the amount of the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing per incident up to the full monthly billing cost of the unit and will reset each month.
- C. Entrapments shall be limited to two (2) per year calendar year, the amount of the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing cost up to the monthly billing cost of the unit per month. Billing will reset after two (2) full calendar months with no entrapments.
- D. If a unit fails the annual/routine AHJ mandated inspection due to an item that should have been identified through regular maintenance, the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing cost per item up to the monthly billing cost of the unit. This shall continue each month until the unit passes the inspection/re-inspection.
- E. Callback service for out-of-service per unit shall be limited to one (1) per quarter. The amount of the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly maintenance billing cost per unit after the first callback and will increase by fifty percent (50%) for each callback thereafter until the monthly maintenance billing cost is reached. The quarterly callback fee will carry through each month and will reset at the beginning of each quarter or at the beginning of each calendar year.
- F. If a unit is out of service for longer than seventy-two (72) consecutive hours including weekends and holidays, for non-scheduled repairs, the amount of the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing cost per day up to the monthly billing cost of the unit per month. If the unit remain out of service through the next billing cycle, the credit in the amount of fifty percent (50%) of the monthly billing restarts.
- G. Three (3) callbacks for the same item on a specific unit occurs within thirty (30) consecutive days, the amount of the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing cost up to the monthly billing cost of the unit per month.
- H. Non-Performance Guarantee payments shall be credited to the next billing cycle(s) or refunded by check at the option of the Owner or Agent/designee.
- I. Contractor shall submit a monthly performance guarantee report to the Owner or Agent/designee each month in a format acceptable to the Agent/designee.
- J. Elevator contractor shall be responsible for all AHJ fees for not per forming tests, inspections, re-inspections, or clearing mandated corrections related to the equipment as specified by the AHJ requirements.

- K. Contractor shall provide access to their online data system to review callbacks and maintenance reporting information at no additional charge.
- L. No penalty shall be assessed under A through E if damage is caused by vandalism or any other cause except normal wear and tear.

3.4 EQUAL OPPORTUNITY

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

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

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

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

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

2. Contractor agrees to maintain comprehensive records of all services performed under this Agreement. These records will be available for inspection by Purchaser at any time during regular business hours and upon 48 hours written notice.

3.5 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.

3.6 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the 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 agreement 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 Agreement, 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 for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

3.7 TERMINATION OF EXISTING AGREEMENT

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

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

CONTRACTOR _____

BY _____

TITLE _____

OWNER _____

BY _____

TITLE _____

DATE: This _____ day of _____ 20_____

WITNESS _____

- Appendix “A” attached and made a part of this Agreement.
- Exhibit “A” attached and made a part of this Agreement.
- Exhibit “B” attached and made a part of this Agreement.

EXHIBIT "A"
 SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 66361	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 Rate Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Manager						
Supervisor						
Maintenance Mechanic						
Repair Mechanic						
Modernization Mechanic						
Helper						
Engineer						
Technician, Troubleshooter						
Foreman						
Other						

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

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

EXHIBIT "B"

VERTICAL TRANSPORTATION SYSTEMS AND CORRESPONDING LOCATIONS

Location:	Ann Arbor DDA Parking Structures, 324 Maynard, Ann Arbor, MI 48104		Device ID.	P2/13607	
Building Type:	Parking Garage		Group Name:	P1/P2	
Capacity (lbs):	2500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	Geared Traction		Location:	Overhead	
Machine Manufacturer / Model:	H/W / 34 oh		Operation:	Simplex	
No. of Floors Served Front:	6		Front Designations:	B, 1, 5, 6, 7, 8	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	SSCO		Front Door Size:	42" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	Westinghouse		Install Date:	8/1/1968	
Modernization Contractor:	Otis		Mod. Date:	1/1/1999	
Controller Manufacturer / Model:	Otis / Elevonic 411		Door Operator:	Mechanical Linkage w/Chain & Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Ann Arbor DDA Parking Structures, 324 Maynard, Ann Arbor, MI 48104		Device ID:	P1/34936	
Building Type:	Parking Garage		Group Name:	P1/P2	
Capacity (lbs):	2500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	Geared Traction		Location:	Overhead	
Machine Manufacturer / Model:	H/W / 34 oh		Operation:	Simplex	
No. of Floors Served Front:	7		Front Designations:	1-7	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	SSSO		Front Door Size:	42" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	Westinghouse		Install Date:	8/1/1968	
Modernization Contractor:	Otis		Mod. Date:	1/1/1999	
Controller Manufacturer / Model:	Otis / Elevonic 411		Door Operator:	Mechanical Linkage w/Chain & Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Ann Ashely Parking - 220 N. Ashley, Ann Arbor, MI 48104		Device ID:	P1/23452	
Building Type:	Parking Garage		Group Name:	P1/P2	
Capacity (lbs):	3500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	Geared Traction		Location:	Overhead	
Machine Manufacturer / Model:	H/W / 64BS		Operation:	Simplex	
No. of Floors Served Front:	Eight (8)		Front Designations:	A, B, 1 2,3,4,5,6	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	Single Speed Side Opening		Front Door Size:	42" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	Westinghouse		Install Date:	7/1/1987	
Modernization Contractor:	Otis		Mod. Date:	7/28/1999	
Controller Manufacturer / Model:	Otis / Elevonic		Door Operator:	Mechanical Linkage w/Chain & Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Ann Ashley Parking - 220 N. Ashley, Ann Arbor, MI 48104		Device ID:	P2/23451	
Building Type:	Parking Garage		Group Name:	P1/P2	
Capacity (lbs):	3500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	Geared Traction		Location:	Overhead	
Machine Manufacturer / Model:	H/W / 63BS		Operation:	Simplex	
No. of Floors Served Front:	Seven (7)		Front Designations:	A, B, 1 2,3,4,5	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	Single Speed Side Opening		Front Door Size:	42" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	Westinghouse		Install Date:	7/1/1987	
Modernization Contractor:	Otis		Mod. Date:	7/28/1999	
Controller Manufacturer / Model:	Otis / Elevonic		Door Operator:	Mechanical Linkage w/Chain & Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Ann Arbor DDA Parking Structures, 123 E Washington, Ann Arbor, MI 48104		Device ID:	P1/34935	
Building Type:	Parking Garage		Group Name:	P1/34935	
Capacity (lbs):	3000	Speed (fpm):	350	Loading:	Passenger
Power Supply:	208V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	Geared Traction		Location:	Overhead	
Machine Manufacturer / Model:	Otis / 18 atf		Operation:	Simplex	
No. of Floors Served Front:	8		Front Designations:	B, 1-7	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	SSSO		Front Door Size:	48" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	Otis		Install Date:	1/1/1999	
Modernization Contractor:	N/A		Mod. Date:	N/A	
Controller Manufacturer / Model:	Otis / Elevonic 411		Door Operator:	Mechanical Linkage w/Chain & Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	4th & William Parking - 115 E. William, Ann Arbor, MI 48104		Device ID:	P1 - 60068 P2 - 60067	
Building Type:	Parking Garage; Religious		Group Name:	Duplex	
Capacity (lbs):	3500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	208V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	MRL Traction		Location:	Adjacent	
Machine Manufacturer / Model:	KONE / KCM831		Operation:	Simplex	
No. of Floors Served Front:	Eight (8)		Front Designations:	1-8	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	Single Speed Side Opening		Front Door Size:	42" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	Schindler		Install Date:	10/1/2019	
Modernization Contractor:	Schindler		Mod. Date:	10/1/2019	
Controller Manufacturer / Model:	Schindler / Microfiche TXR5		Door Operator:	Linear/belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Forest Parking - 650 S. Forest, Ann Arbor, MI 48104		Device ID:	P1 and P2	
Building Type:	Parking Garage		Group Name:	P1/P2	
Capacity (lbs):	2500	Speed (fpm):	200	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	Geared Traction		Location:	Overhead	
Machine Manufacturer / Model:	H/W / 55 OH		Operation:	Simplex	
No. of Floors Served Front:	Seven (7)		Front Designations:	1-7	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	Single Speed Center Opening		Front Door Size:	42" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	H/W		Install Date:	12/1/1999	
Modernization Contractor:	N/A		Mod. Date:	N/A	
Controller Manufacturer / Model:	MCE / IMC-AC		Door Operator:	Mechanical Linkage w/Chain & Drive Belt	
Car and Cwt. Buffer Type:	Spring		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Liberty Lane Parking - 343 S. Fifth Ave., Ann Arbor, MI 48104		Device ID:	P3/51410	
Building Type:	Parking Garage		Group Name:	Simplex/P3	
Capacity (lbs):	3500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	MRL Traction		Location:	Adjacent	
Machine Manufacturer / Model:	TKE / MRL/PMAC		Operation:	Simplex	
No. of Floors Served Front:	Five (5)		Front Designations:	P1, P2, P3, P4, G	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	Single Speed Side Opening		Front Door Size:	48" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	TKE		Install Date:	9/23/2011	
Modernization Contractor:	N/A		Mod. Date:	N/A	
Controller Manufacturer / Model:	TKE / Tac 50		Door Operator:	Mechanical Linkage w/Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

Location:	Liberty Lane Parking - 343 S. Fifth Ave., Ann Arbor, MI 48104		Device ID.	P1/51408 P2/51409	
Building Type:	Parking Garage		Group Name:	Duplex P1/P2	
Capacity (lbs):	3500	Speed (fpm):	350	Loading:	Passenger
Power Supply:	480V-3-60		Drive Type:	VVVF AC Motor Drive (Base Section)	
Device Type:	MRL Traction		Location:	Adjacent	
Machine Manufacturer / Model:	TKE / MRL/PMAC		Operation:	Simplex	
No. of Floors Served Front:	Five (5)		Front Designations:	P1, P2, P3, P4, G	
No. of Floors Served Side:	0		Side Designations:	N/A	
No. of Floors Served Rear:	0		Rear Designations:	N/A	
Front Door Config.:	Single Speed Side Opening		Front Door Size:	48" x 84"	
Side Door Config.:	N/A		Side Door Size:	N/A	
Rear Door Config.:	N/A		Rear Door Size:	N/A	
Two-Way Communication:	Y				
Fire Recall Phase I:	Y		Phase II:	Y	
O.E.M.:	TKE		Install Date:	9/23/2011	
Modernization Contractor:	N/A		Mod. Date:	N/A	
Controller Manufacturer / Model:	TKE / Tac 50		Door Operator:	Mechanical Linkage w/Drive Belt	
Car and Cwt. Buffer Type:	Oil		Service Contractor:	Schindler	
NOTATIONS:					

REQUEST FOR PROPOSAL
FULL MAINTENANCE
FOR
THIRTEEN (13) ELEVATORS
AT
ANN ARBOR DDA
MULTIPLE LOCATIONS
ANN ARBOR, MI

DATE: August 18, 2023

VDA NO. 66361/BM

Elevator Contractor _____

REQUEST FOR PROPOSAL

The Property Owners and their designated representatives are inviting a limited number of contractors to bid on the full maintenance and service of thirteen (13) elevators.

A. All vendors must perform their own examinations of existing systems and prevailing building conditions prior to submitting a proposal as further defined herein.

1. Access to the building will be permitted by appointment only. Individual vendors must schedule their own visits by emailing Jada Hahlbrock at JHahlbrock@a2dda.org.

B. Individual bidders who wish to submit a Request for Information (RFI) during the bid process must address the technical inquiry to:

VDA
Vertical Transportation Systems Consultants
Brian Moran
Attention: Project Manager
Email: bmoran@vdassoc.com

1. All requests must be submitted by email and are due no later than September 15, 2023.

2. RFI's must refer to the document, article, and paragraph reference in question by the order of the specification or other document applicable.

3. The Consultant will respond to all RFI's in the same order of inquiry submittals and issue the original vendor questions with the responses to all contractors invited to bid via email.

a. The Owner's project management designee shall be copied on all technical correspondence for record.

C. Quotations shall be submitted on the form provided herein; however, should an individual wish to provide proposal clarifications or other information pertaining to the project bid(s), the vendor must first utilize the "Alternative Contractor's Value Engineering" option and supplement the reference using his own corporate letterhead stationary.

D. Contractors are advised that the entire Bid Form and supplemental riders or exhibits must be completed in full.

1. Alternative price quotations and the Owners form of full comprehensive maintenance must be bid in order for the base price quotation(s) to be given full consideration.

E. Particular attention must be given to the following project contingencies:

1. Maintenance coverages specified include a total of thirteen (13) elevators for full maintenance and service on the basis of a single vendor providing both the capital improvement and service personnel.

2. Required record keeping, insurance coverages, guarantee requirements, and use of third-party manufacturers' equipment are mandated for acceptance of the base bid proposals.

- F. The Owner reserves the right to reject any and all bids in full or in part without explanation or penalty.
1. Acceptance and/or subsequent reviews of contractor proposals shall not be construed as a commitment on the part of the Owners to purchase any goods or services expressed or implied unless an agreement is formally prepared and accepted as such by the Owner's designee.
- G. The project will be awarded based on experience, price, schedule, references, and an Owner's interview.
1. Contractors who wish to clarify their bid, take exception to a particular requirement or modify the requirements specified in any "way", "shape", or "form" shall reference the particular specification section, clause, and sentence in numerical order of presentation and subsequently provide the statement of change, omission, substitution, or clarification on an itemized basis in conjunction with the bid submission. Exhibits provided must be fully executed for basic comparison analysis by the Consultant and Owner's agent.
- H. Sealed bids on the attached form shall be submitted via email, with one (1) copy of the Owners Form of Full Coverage Maintenance Agreement to:
- Attn: Brian Moran
Project: VDA #66361 Ann Arbor DDA FMA
Email: bmoran@vdassoc.com
- I. **Proposals are due and shall be received up until 3:00 p.m. September 28, 2023.** Bids may not be modified after submittal, but may be withdrawn before the bid opening and then resubmitted. After submittal, bids may not be withdrawn for thirty (30) days.
- J. Verbal proposals and/or discussions will not be accepted.
- K. Contractors are required to acknowledge receipt of any addenda issued by inserting the addenda number in the space provided.

FORM OF PROPOSAL

A. The Contractor, _____, confirms the specification has been carefully examined and a survey of the prevailing conditions has been performed at Ann Arbor DDA, 150 South Fifth Avenue in Ann Arbor, MI.

1. The undersigned proposes to furnish all labor, material, and fees required for the project execution at Ann Arbor DDA, 150 South Fifth Avenue in Ann Arbor, MI in accordance with specifications, for the contract prices specified below.

No exceptions or clarifications taken.

See attachment for exceptions/clarifications.

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

B. The bid includes Addenda number _____.

C. The base lump sum bid _____ is:

\$_____.

D. Unit pricing included in the base bid above Item "C" quotation:

_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____
_____:	\$_____

____: \$ ____

____: \$ ____

E. Long-term monthly maintenance price for three (3) years:

\$ ____ (____ Elevators).

F. Alternate Price Quotations

Note: The following price quotes are submitted as plus or minus (+ or -) the base price proposals indicated. Duplicated procedures, materials and/or equipment must be adjusted to specify the variance in cost only.

Alternate No. 1 – Five (5) year term:

\$ ____ (____).

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with any other elements of labor employed or that may be employed in the building.

DATE: _____

(Name of Elevator Contractor)

BY: _____

(Title)

(Business Address)

(City and State)

(Telephone Number)

(Email Address)

NOTE: Submit in **“DUPLICATE”** with one (1) signed copy of the Owner’s Form of Full Coverage Maintenance Agreement, and Exhibits “A” and “B” attached.

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 66361	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 Rate Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Manager						
Supervisor						
Maintenance Mechanic						
Repair Mechanic						
Modernization Mechanic						
Helper						
Engineer						
Technician, Troubleshooter						
Foreman						
Other						

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

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

EXHIBIT "B"

REQUEST FOR BIDDER QUALIFICATIONS

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

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

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

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

a. _____

b. _____

c. _____

d. _____

e. _____

10. Shop Union affiliation (if any) _____

Field Union affiliation (if any) _____

11. a. Number of employees _____

b. Number of maintenance mechanics _____

c. Number of installation mechanics _____

d. Number of maintenance mechanics familiar with these types of elevators:

_____.

PREPARED BY: _____

TITLE: _____
(Duly Authorized Principal Officer)