

RFP-02030 - MODERNIZATION, MAINTENANCE, AND REPAIR OF CONVEYANCE EQUIPMENT
APPENDIX A – SCOPE OF SERVICES

1.0 INTENT

To provide all labor, material, equipment, tools, parts, overhead, travel time, and any other cost to the Contractor necessary for the performance of modernization, preventative maintenance, repairs, and inspections. This is an all-inclusive maintenance and repair contract; all costs shall be included in the fees unless specifically excluded.

1.1 LICENSING

The Contractor and its applicable employees shall hold, and maintain for the term of this contract, the following qualifications:

- A. The Contractor's mechanics and/or technicians shall hold certificate(s) of competency as certified elevator technician(s) or as certified elevator inspector(s), issued by the State of Florida's Department of Business and Professional Regulation; as required by Florida Statute Chapter 399 as amended from time to time.
- B. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the Contractor to perform the Work required by this contract.

1.2 IDENTIFIED MODERNIZATION

The County has identified the Conveyance Equipment under this agreement as equipment that is in need of Modernization. The Contractor is to provide Modernization to the subject equipment in accordance with the specifications (Attachments C, D, E, F, G, H, I, J, K, L, M, & N). Modernizations services shall include materials, labor, and services necessary for the complete modernization, including dismantling and removal of parts of existing designated equipment. Scope of work includes manufacturing, furnishing, installing, testing, placing in service, furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under this solicitation and the resulting agreement. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventive Maintenance costs for the first year following the completion of modernization.

1.3 CHANGE PROPOSALS

If after the Modernization work commences, the Contractor believes that it will exceed the amount or time agreed upon initially, due to Unforeseeable Site Conditions; the Contractor must notify the County of the Unforeseeable Site Conditions and provide the County with a detailed change proposal to address such conditions. The County will verify the Contractor's change proposal and may approve or reject such proposal at the County's sole discretion.

1.4 COVERED SERVICES

The Contractor will be paid a fixed monthly fee for services defined as "Covered Services" by this section. For Clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. The Covered Services monthly fee shall be inclusive of all material, labor, travel time, and equipment that is required to provide the services. The County will suspend payment of Covered Services during the periods of Modernization and warranty and will resume payment upon expiration of warranty period. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 2, Monthly Fee Schedule. In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the labor component only using the Covered Service Rate (After Hours).

A. Covered Repairs:

Covered repairs are the repairs of conveyance equipment that are specified in Appendix B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 2, Monthly Fee Schedule, and will not receive additional compensation for the completion of any covered repairs. Once covered repairs are identified the County and

the Contractor will establish an agreed upon schedule of completion.

B. Service Calls:

The Contractor shall respond to service calls twenty-four (24) hours per day, seven (7) days a week. During regular working hours, Monday through Friday 8:00 AM to 5:00 PM, the service call response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 2, Monthly Fee Schedule, is inclusive of unlimited number of service calls available to the County.

1.5 MONTHLY PREVENTATIVE MAINTENANCE

A. Maintenance Control Program

A written Maintenance Control Program (MCP) shall be submitted by the Contractor, within one (1) month of contract award, as a guideline to maintain equipment in compliance with Section 8.6 of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevator and Escalators (the Code) and all other applicable laws for each unit. The County will review the Contractor's MCP submittal and will provide a written response within 45 calendar days. The County may require the Contractor to attend a meeting(s) in order to reach a MCP that is Code compliant. The County, at its sole discretion, may terminate the Contract if the Contractor is unable to provide a MCP that is acceptable to the County within three (3) months of the receipt of the notice to proceed. The Contractor may, at the County's sole discretion, be required to participate in a County standardized MCP software program, at no additional cost to the County. Contractor shall submit, with each monthly invoice, a record of the completion of all maintenance tasks as required by this contract, signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. Until an agreed upon MCP is in place, the Contractor will be responsible for the performance of preventative maintenance in accordance with the minimums as delineated in the Code.

B. Preventative Maintenance

The Contractor shall perform the monthly preventative maintenance tasks in accordance with the MCP as described in this section. The Contractor's failure to complete the monthly preventative maintenance tasks, for any number of Conveyance Equipment, will result in the County not paying the monthly fee(s) associated with those unit(s) and/or assessing deductions per Article 10 of the contract. Repeated failures of completing the monthly preventative maintenance tasks may result in the County terminating the contract and assessing damages. The County will compensate the Contractor for this service in accordance with Attachment 2, Monthly Fee Schedule. Prices agreed upon on Attachment 2, Monthly Fee Schedule must be inclusive of all labor, material, travel time, and equipment that is necessary to maintain the Conveyance Equipment in accordance with the requirements of this Agreement.

C. Dormant Service

In the event that any Conveyance Equipment becomes dormant, the County may request at its sole discretion, that the Contractor follow a modified MCP reflecting a reduced schedule of Preventative Maintenance and/or Covered Services on a Unit-by-Unit basis. The County shall determine the reduced services at the time of the request. Commensurate with the reduction in services, a reduced fee schedule shall also be submitted by the Contractor for County review and approval.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the labor component only using the Covered Service Rate (After Hours).

1.6 STANDBY SERVICES

The County may request, at its sole discretion, and the Contractor shall provide standby services to include, an on-site Technician able to perform minor repairs on Conveyance Equipment. Contractor is to bill the County in accordance with the hourly rates established on Attachment 2, Monthly Fee Schedule.

1.7 FUTURE MODERNIZATION

The County reserves the right to modernize any Conveyance Equipment under this contract. At any time that Conveyance Equipment is identified for modernization, the County may in its sole discretion, competitively advertise the modernization and remove the Conveyance Equipment from the contract. In the event, the County chooses to modernize equipment under this contract, the County

shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor. Such proposal shall include at a minimum, the price proposal, timeframe, schedule, and detailed scope of work. The County reserves the right to negotiate any proposal submitted for modernization services. Failure to meet the agreed upon schedule for Modernization work may result in the County assessing liquidated damages as delineated in Article 11, Contract Enforcement, of this Agreement.

1.8 ADDITIONAL SERVICES

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 1.2, "Identified Modernization", Section 1.4 "Covered Services," or Section 1.5 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. For the purpose of this Agreement, "Additional Services" are defined as follows:

- A. Maintenance of cabs, including wall panels, floor, finish of handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the Contractor, such cost shall be borne by the Contractor, at no cost to the County. The Contractor shall be obligated to advise the County within 24 hours from the discovery of any condition which may adversely affect the above equipment, the correction of which is not within the Contractor's control.
- B. Repair or replacement that is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the conveyance equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.

Compensation for Additional Services, as defined by this Article, shall be calculated as follows:

- 1. Labor Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the hourly labor rates for Additional Services as agreed upon on Attachment 2, Monthly Fee Schedule.
- 2. Material Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the actual parts and material costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).
- 3. Subcontracted Work: when preparing a proposal for services that are performed by subcontracted vendors, Contractors shall use the actual costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

The Contractor is required to prepare and submit to the County an estimate for labor, material, and equipment required in advance of the commencement Work. Upon the written approval of the County Facility Manger, the total amount of the Contractor's estimate, as approved by the County in writing, shall remain firm and fixed for the scope of Work. In no event will the Contractor be due additional compensation in excess of the approved amount unless a change to site conditions, or scope of work, is identified by the Contractor and is verified by the County. Upon the discovery of a differing site condition, the Contractor shall promptly notify the County's Facility Manager. The County will issue a written determine of entitlement for additional compensation.

1.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to add any number of Conveyance Equipment to the agreement, at the County's sole discretion, by soliciting a price quote from the Contractor.

1.10 DELETION OF CONVEYANCE EQUIPMENT

The County reserves the right to delete any number of Conveyance Equipment from this contract, at the County's sole discretion, by issuing a written notification to the Contractor 14 calendar days in advance of such deletion.

1.11 WORK ACCEPTANCE

Completed Repairs and Modernization Work will be surveyed by an authorized representative of the County. This survey shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

1.12 WARRANTY

All Material, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this contract shall be new and warranted. In the event any of the material supplied to the County by the Contractor is found to be defective or does not conform to specifications, the County reserves the right to (1) cancel the order and return such Material to the Contractor, or (2) require the Contractor to replace the Material at the Contractor's expense.

- a. In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its Parts/Work against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.
- b. The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective Work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County forty-eight (48) hours of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another Contractor and charge the Contractor for any additional costs that are incurred by the County for this Work or items; either through a credit memorandum or through invoicing.
- c. Warranty Service Period (For Modernization Only):

This includes furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under the contract. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventative Maintenance costs for the first year following the completion of modernization.

APPENDIX B – TECHNICAL SPECIFICATIONS**I. ON-SITE DOCUMENTATION**

On-Site Documentation, as referenced in the Maintenance Control Program (MCP) and as specified in ASME A17.1, shall be written and permanently kept on-site in the machine room, machinery space, control room, control space, or in the means necessary for test in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.1 8.6.1.2.2(d) shall be on-site and available to the specified personnel. The On-Site Documentation shall include the following specified documents:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits.
- B. Procedures for inspections and tests not described in ASME A17.2 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments, as follows:
 - 1. All procedures specifically identified in the Code as required to be written (e.g., check out procedure for leveling; check out procedure for overspeed valve; and check out procedure for reversal stop switch, etc.)
 - 2. Unique maintenance procedures or methods required for inspection, tests, and replacement of SIL rated E/E/PES electrical protective devices and circuits.
 - 3. Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or installer.
 - 4. Unique maintenance procedures or unique methods required for inspection and test of equipment specified in an ASME A17.7/CSA B44.7, Code Compliance Document (CCD).
- C. Written checkout procedures must be prepared:
 - 1. To demonstrate E/E/PES function as intended.
 - 2. For elevator leveling speed with open doors.
 - 3. For hydraulic elevator overspeed.
 - 4. For escalator reversal stopping device.
 - 5. For escalator handrail retarding force.
- D. Additional Written procedures must be prepared for the following:
 - 1. Authorized persons and emergency personnel elevators evacuation procedures shall be available on-site.
 - 2. Car and hoistway transparent enclosures cleaning by authorized persons.

II. MAINTENANCE AND REPAIR SERVICES (GENERAL STANDARDS)

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with the minimum maintenance approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts.
- B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of ASME A17.1, and, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. Contractor shall also maintain all the requirements of American with Disabilities Act pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the Conveyance Equipment including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally, the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.
- D. The Contractor shall; clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights,

compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and lower Newell wheel bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step up-thrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, comb plates(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.

- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighting devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed/overspeed switches, direction switches, revolution counters, car top lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, comb plates, etc.
- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Contractor shall keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. At least once per year or more, as required to prevent the build-up of lint and dirt, the Contractor shall brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Suspension means shall be replaced as required to maintain an adequate factor of safety, in accordance with the Elevator Safety Code. The Contractor shall maintain equal tension between individual wire suspension ropes in each set of suspension ropes and lubricate wire suspension ropes in accordance with wire rope. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ASME A17.1, ASME A17.2 and ASME A17.6.
- J. At a frequency specified in the MCP, the Contractor shall examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the applicable ASME A17.1, Safety Code for Elevators and Escalators, to include five (5) year full load and full speed tests.

The Contractor shall conduct monthly tests of elevator firefighter service Phase I and II, if so equipped. Maintain log of tests and results as specified in Paragraph 3.8 (C), and as required by State Law.

- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, carton, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, painted and presentable at all times. The motor windings and controller coils are to be treated with insulating compound to maintain the insulation as required by equipment manufacturers' and industry standards.
- L. Contractor shall maintain the conveyance signal system, devices and fixtures, fixture cover plates, and all finishes. Signal system equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.
- M. Contractor shall maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, key switches, emergency car lights, batteries and hoist way door unlocking devices. The Contractor shall also tighten bolts to maintain secure fastening of the handrails of elevator cabs, in accordance with the MCP.

- N. The Contractor shall furnish as-built wiring diagrams provided by the manufacturer, and two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job and unit to be maintained and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible, complete, and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building, then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group.

The Contractor must present proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One set of wiring diagrams to be kept in the machine room. The remaining set is for the ISD Office of Elevator Safety files. Both sets are to be submitted to the Office of Elevator Safety for affixation of a County stamp, ten (10) days prior to installation. Contractor(s) not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the Contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note # 2 below.) In addition, the Contractor shall notify the County of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be kept in the machine room and the ISD Office of Elevator Safety files, at all times.

Note 1: As-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

Note 2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the Contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris.
- Q. The Contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, the County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data set provided on digital media and a full written report of actual conditions are to be submitted to the Office of Elevator Safety.
- R. All lubricants, chemicals and other industrial discard shall be disposed of as per laws, requirements, standards and rules established by the Environmental Protection Agency, the Miami-Dade County Regulatory and Economic Resources Department, and/or any other local, state or national authority/institution.

III. MONTHLY MINIMUM TASKS (PREVENTATIVE MAINTENANCE)

Contractor shall perform all the monthly minimum preventative maintenance tasks per the requirements of ASME A17.1, Section 8.6, and the agreed upon Maintenance Control Program (MCP).

IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator and escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:
1. 90% of full load capacity for peak periods for one (1) hour duration, twice daily.
 2. Availability of not less than 98% for each escalator, and 99% for each elevator. (Availability is defined as the total period of normal operational time the elevator is available for use over a time period in (1) above.)
- B. Mean Time Between Failures (MTBF): Each escalator and elevator shall be maintained in a manner to achieve the highest mean time between failures possible, utilizing the most advanced maintenance method and equipment available.
1. $MTBF = T = \frac{\text{Actual Operating hours}}{F}$ = Number of failures in actual operating time.
 2. Failures shall be determined exclusive of shutdowns due to vandalism, overloading, and activation of safety devices by external cause.

V. CLEAN DOWN REQUIREMENTS

- A. The Contractor shall replace all worn or broken parts at the time of a clean down. With respect to escalators and moving walks, Contractor shall do so prior to re-installing the escalator steps or moving walk pallets and prior to seeking the contractually required post-clean down inspection.
- B. Upon completion of any required unit clean down, Contractor shall immediately notify the Office of Elevator Safety that said unit's annual clean down has been completed and an inspection is required.
- C. Upon Contractor's receipt of or access to the clean down inspection report, Contractor shall promptly cure any deficiencies and code violations noted in the report, including, without limitation, promptly replacing any worn or broken parts noted in same.
- D. Regarding escalators and moving walk clean downs, to effectuate proper cleaning, Contractor shall remove a minimum of 50% of the escalator steps and moving walk pallets or a higher percentage (up to 100%) as may be required to facilitate proper cleaning of the unit.
- E. The County retained Qualified Elevator Inspector, "QEI" shall have final say regarding unit cleanliness and re the percentage of steps or pallets that need to be removed.

VI. SEMI-ANNUAL AUDIT AND REQUIRED ANNUAL VENDOR SUPERVISOR CONDUCTED UNIT SURVEYS

Using a survey form provided by the Office of Elevator Safety, which may, at the County's sole discretion, include hard copies and/or electronic formats (with electronic submission requirements) submitted to the applicable County Personnel, Contractor shall conduct semi-annual unit surveys of all Conveyance Equipment, one of which must be conducted by qualified elevator personnel familiar with the subject contract requirements and specifications, which surveys must identify any observed Code violations and contract deficiencies. The QEI-conducted survey must be conducted at the months of January and July of each year this contract is in effect.

If the Contractor fails to perform the required survey and/or submit the written report of conditions in a timely manner (sixty days past due date), the County reserves the right to perform the survey with their personnel or to contract it to a third party consultant, the cost of which will be deducted from monies due to the Contractor under this contract, as determined by the Office of Elevator Safety.

VII. CONTRACTOR'S PERSONNEL

- A. All service Technicians shall be equipped with an individually signaled two-way radio, cellular telephone or other suitable two-way communication device while on duty. Each employee shall have and wear photo identification issued by the Contractor that identifies the name and license number of the Contractor.
- B. The Contractor shall maintain and use a separate and exclusive repair crew trained in elevator and escalator repairs. Generally, repairs shall be performed by repair crews, not by maintenance Technicians. All repairs shall be scheduled through the applicable County personnel.
- C. The Contractor shall maintain and use a separate and exclusive periodic test crew(s) properly trained and equipped to perform elevator and/or escalator periodic tests, such as escalator brake torque, side skirt index, elevator annual and five-year full load safety tests. Staffing of test crews shall be sufficient not to interrupt maintenance or testing at various other sites. Specially assigned crews shall not be diverted to other sites or departments except in case of emergency with the facility management's approval. Periodic tests shall generally be performed by test crews, not by maintenance Technicians. All periodic tests shall be scheduled through the facility management and shall be witnessed by a Florida Certified Elevator Inspector working for the authority having jurisdiction at Miami-Dade County.
- D. The Contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment by all applicable Contractor personnel.

- E. The Contractor shall have access to Mechanical and Electrical Professional Engineering services in the event that a need for such services is identified by the County. This requirement can be met with either the Contractor's own staff or by subcontracting for this service. Mechanical and Electrical Professional Engineering services may be required to properly execute Modernizations or complex repairs, at no additional costs to the County.
- F. The County may require all employees of the Contractor to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to Work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the Contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention of the official representative of the Contractor.

VIII. RECORDS MANAGEMENT

The Contractor shall submit in written format, documents identified by this Section no later than the 10th day of each month. To minimize paperwork, the County will accept the Contractor's reports via electronic media forms as long as the Contractor provides the County the necessary software to read and copy such data.

A. Service Receipts

The Contractor shall submit monthly (with their invoice) to the facility manager, a copy of the Technician's service receipt indicating the date, time and a detailed narrative description of the performed services, which narrative description shall relate to the work required by the Maintenance Control Program or whatever other relevant work order. These service receipts shall be signed by a responsible County employee at the time the Work is performed, and a copy of this service receipt or time ticket shall be given to the responsible County employee signing the document at the time of signing, for site records. Contractors using electronic media for company internal storage and transmittal of time shall provide a hard copy of the time ticket to the facility manager or designee, via email, at the completion of each day or service performed, as applicable.

In the event the Contractor cannot get the signature of a responsible County employee for an emergency call response and/or repairs, Contractor shall leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and advise the project manager as soon as possible.

B. Monthly Logs

The Contractor shall provide County personnel with a monthly log, due by the 10th of each month, of all callbacks, repairs and minor adjustments made, in addition to the scheduled preventive maintenance Work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required correcting the problem.

For hydraulic elevators, the logbook shall also be used to record all oil usage for each elevator. The record shall reflect all items required by code to be recorded, and shall include all oil stored on site, all oil recovered and the re-use or disposal of same, dates of each new transaction of oil usage (add, recover, dispose) and the name of the technician entering the information.

The Contractor shall provide the County personnel with a monthly log of all monthly tests of the firefighter service Phase I and II as required by Florida Statute 399, Florida Administrative Code 61C-5 and/or Florida Building Code, and as promulgated by American Society of Mechanical Engineers A17.1, supplements and addenda and A17.2.

At the County's discretion, the logbook may be maintained either in the machine room or other designated areas allowed by the code. The Contractor shall complete the log on each routine visit.

C. Check Chart

The Contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Office of Elevator Safety on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required upon demand by the Office of Elevator Safety. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators. Check chart information may be stored and retained via electronic media,

provided that the County is provided with the necessary software to access and retrieve data for all time periods.

D. Safety Test Reports

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in the latest edition of American Society of Mechanical Engineers (ASME) A 17.1. Tests are to include all semi-annual, annual, and five (5) year safety, governor and buffer tests as specified. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by ASME A17.1, supplements and addenda, and A17.2. In the case of five (5) Year safety tests, a written report conforming to ASME A17.1 and A 17.2 reflecting results of the test shall be submitted to the Office of Elevator Safety following the test for County records. For other tests a copy of a report for each test will be left in the elevator logbook. Documentation required by ASME A17.1 shall be provided in all cases, without exception.

E. Witnessing of Tests

The ASME A 17.1 and Florida Statutes Chapter 399 by adoption of ASME A 17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector" from the County. The Contractor shall provide a schedule of tests to be performed, to the authority having jurisdiction, the Miami-Dade County Internal Services Department's Office of Elevator Safety, prior to the tests being performed, so the authority may provide a witness.

F. Inspection/Audit

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Office of Elevator Safety or designee.

IX. TOOLS

Upon the request of the County, prior to the start of Work, the Contractor shall provide written evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. The Contractor shall complete a list of the tools that they have either on the service trucks or in their shop. Tools which they do not physically have must be reported where they are available for Technicians' use.

X. PARTS

- A. The Contractor shall furnish and maintain at the location of the equipment, a parts list. The parts list shall include the description and quantity of parts, as a minimum inventory for replacement, the original manufacturer's recommended stock of parts. Parts must be listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-order of replacement parts. The Office of Elevator Safety will advise on the missing language, and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the Contractor, and shall be removed from the site. The Office of Elevator Safety's designee shall have access to the Contractor's local facilities for purposes of verifying local inventory, at any time during normal working hours.
- B. It shall be the responsibility of the Contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed at no additional cost to the County. The County shall not be charged for replacement parts that are no longer production items or otherwise deemed obsolete. If a component or part fails and there is not an available OEM replacement, the Contractor shall replace the entire component or assembly at their sole expense, including the redesigned model assemblies. Replacements may include, but are not limited to, hydraulic valves, controllers, door operators, generators, timer, motors, etc.
- C. The Contractor, at the discretion of the County, shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures

and bearings. The Contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph.

The Contractor, if other than the original manufacturer of the Conveyance Equipment, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Contractor and the Manufacturer to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer.

- D. If a part or component fails and the Contractor does not have replacement in stock; The Contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expeditious method, by no later than the following working day. If a component or part is identified as requiring replacement prior to failure, the Contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

XI. LUBRICANTS

The lubricants, including oils and grease, used shall comply with the specifications for lubricants recommended by the equipment manufacturer of the Conveyance Equipment. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2. Lubricants shall be stored in proper containers. All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

XII. JOBSITE

Under no circumstances shall County be liable for any damage done to equipment, parts, components and/or materials not yet installed and stored at any County facility. The Contractor is responsible for all un-installed equipment, parts, components and materials stored on the job site.

- A. There are some County's facilities that are prone to major flooding, due to design and/or location. Although the County will take every reasonable precaution to protect all equipment, parts, components, and materials storage by the Contractor, the Contractor shall be responsible of securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their work site(s), protect or remove from the site all un-installed equipment, parts, components and materials stored at any County facility.

XIII. NON-PROPRIETARY

The Conveyance Equipment, inclusive of any parts needed for modernization, shall be non-proprietary and shall conform to the requirements stipulated on attachment 3. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 3, Non-Proprietary Equipment Affidavit that must be notarized and fully executed. Following the completion of Work, the Contractor shall provide three (3) bound sets of printed instructions for use of any tool that may be necessary to perform diagnostic evaluations, systems adjustment and/or programmable software changes on any unit of the microprocessor based elevator control equipment. The Contractor shall provide access codes, passwords and other proprietary information that is necessary to interface with the microprocessor control equipment. In addition, the Contractor shall provide step by step adjusting, programming, and troubleshooting procedures that pertain to the microprocessor control equipment, and a composite listing of the individual settings chosen for the variable software parameters stored on the software programs of both motion and dispatch controllers.