

Vendor #:  
CC: 9101300000  
Contract Amount: \$

**STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
ELEVATOR MAINTENANCE SERVICE  
CONTRACT AGREEMENT  
\_\_\_\_\_ BUILDING**

**Contract#**

THIS AGREEMENT made and entered into between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT hereinafter referred to as "DIVISION" or "DFCM".

**WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:**

THIS AGREEMENT consists of this executed contract document with following exhibit(s) and attachment(s): Attachment A - Standard Terms and Conditions, and Attachment B – Specifications.

DOCUMENT INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # \_\_\_\_\_ dated \_\_\_\_\_.

PROCUREMENT: This contract is entered into as a result of the procurement process on Bid# \_\_\_\_\_ DGR \_\_\_\_\_ or Telephone quotes.

**SPECIFICATIONS**

THIS AGREEMENT shall commence on \_\_\_\_\_, and continue until \_\_\_\_\_. Either party may notify the other in writing at least sixty (60) days prior to the expiration date of their intent not to renew the contract.

**W I T N E S S E T H**

That the Contractor and the Division, for consideration hereinafter named hereby covenants and agree to perform work, services and standards as thus stated:

**ARTICLE 1. DESIGNATED WORK**

The intent of this contract is to place with the Contractor the full and complete responsibility for skilled elevator maintenance service to be performed on the following:

The \_\_\_\_\_ Elevator(s) covered under this contract is/are located at \_\_\_\_\_ Building, located at \_\_\_\_\_

Please see Attachment B. Contractor will perform for the Division the items of work set out in separate Specifications collectively listed on Attachments attached hereto and made a part hereof.

This contract shall be for a term of five years, commencing \_\_\_\_\_, 2015 and terminating \_\_\_\_\_, 2020, unless otherwise terminated under the provisions herein.

**ARTICLE 2. CONTRACTUAL RELATIONSHIP**

- (a) The Contractor shall have full control and direction over the labor, mode and manner of doing the work according to the Contract and Specifications. All assigned work is to be done by the Contractor or the Contractor's employees and wholly at the risk of the Contractor. During its progress, the Contractor shall take all precautions for the safe performance of the work and the safety of the property and injury of persons present.

- (b) The relationship which the Contractor shall bear to the Division under this agreement shall be that of an independent contractor for any and all purposes and nothing herein contained shall be construed to be inconsistent with this relationship status.
- (c) In accordance with the Division's policy with respect to contractor relationships, it is hereby stipulated by the undersigned representative of the Contractor, that to the best of his knowledge and belief the contractor has not employed, retained, induced or directed any person employed by the Division to solicit or secure this contract upon agreement, offer, understanding, or publication involving any form of remuneration whatsoever.
- (d) The Contractor shall have none of the rights or privileges available to officers or employees of the State of Utah. Every workman assigned to perform any work relating to this contract shall be fully trained by the contractor prior to working on the premises. In-service training shall also be provided to sustain an acceptable performance level that assures the proper operation as well as the safety of persons and property.
- (e) The Division agrees not to actively solicit Contractor's employees or management personnel providing service to this said contractual unit, honoring a One (1) year time lapse before hiring the Contractor's employees, unless otherwise agreed to by the parties of this contract, however, if any employee or manager responds to a job announcement of the State of Utah, and State agency or Institution or the Division in any form, the Division may hire such persons in accordance with applicable laws, rules and policies. This paragraph also does not apply to any such employee or manager who may be responding to any form of procurement issued by the State of Utah, State Institution or the Division.
- (f) In the event of a work stoppage by employees of the Division or the Contractor or any other of the Division's contractors affecting any of the locations covered herein, Contractor shall furnish service required to keep location in satisfactory condition. In the event of danger to Contractor's employees, this service shall be performed by Contractor's management personnel, in cooperation with Division authorities.

### **ARTICLE 3. PERMITS AND LICENSE - LIABILITY**

- (a) Contractor shall obtain any and all government permits and licenses required for the proper and lawful conduct of the Contractor's business at Contractor's sole cost and expense. If the failure to secure such license and/or permit would, in any way, affect DFCM, contractor, at contractor's sole expense, shall be responsible to clear all violations and pay all fines imposed, and shall at all times comply with the terms and conditions of each such license or permit.

Contractor shall, in the conduction of its operation, comply with all applicable laws, orders and regulations of any governmental agencies and authorities having jurisdiction in these matters, at no additional cost to the Contract.

Contractor shall provide DFCM with a proposed schedule of inspections, tests and maintenance for the coming years; such schedule to be provided on each subsequent anniversary date. Schedule shall incorporate minimum requirements as specified herein. Such schedule shall include anticipated times when units will be taken out of service and duration of same. If for any reason this schedule is modified at any time, Management shall be notified.

Contractor shall comply with regulations of all other governmental agencies having jurisdiction, and written recommendations of DFCM's insurance requirements for repairs as covered herein.

- (b) The Contractor shall provide a performance bond equal to 100% of the yearly contract which shall be in effect for the full period of the contract. Said bond shall guarantee that the Contractor shall perform as agreed in the contract.
- (c) The Contractor shall be liable for any and all personal injury and damage to the facilities, equipment and furnishings caused by his employees, whether such damage was due to a negligence or intentional.
- (d) The Contractor agrees that it/he shall at all times protect and indemnify and save harmless, the State of Utah and all institutions, agencies, departments, authorities and instrumentalities of the State of Utah and any of their elected or appointed officers or any of their employees from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, occur or grow out of any acts, negligence, actions, work or other activity done by the said contractor in the performance and execution of this contract. The Contractor shall be responsible for defending any claim or litigation, including all costs and attorney fees related thereto, in regard to such protection, indemnification and saving harmless under this paragraph. The State of Utah/Division shall have the right to assist with such defense and Contractor shall cooperate in good faith with the State of Utah/Division if the State of Utah/Division chooses to participate in such defense.

**ARTICLE 4. INSURANCE**

- (a) The contractor shall take out, pay for, and at all times during the performance of work hereunder, maintain, through companies or agencies approved by the Division of Facilities Construction and Management (herein after called “DFCM” or “Division”) containing provisions satisfactory to the Division, such public, contingent and employer's liability compensation insurance and other employee benefit acts and from any and all claims for damage for personal injury, including death and from claims for property damage or loss thereof, which may arise in or result from the performance of the work covered by the contractor or by failure or omission of the contractor to comply with any of the provisions of the contract. Such insurance shall include automobile, products-completed, operations and blanket broad form contractual, with coverage adequate in the amounts to be determined by the contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than \$5,000,000 each, which coverage shall be written on an occurrence basis.
- (b) Certificates, indicating such insurance to be enforce and effect and providing that they will not be canceled during the performance of the work under the contract without thirty (30) days prior written notice to the Division, shall be filed with the Division prior to commencement of work hereunder; provided, however, that the Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with the Division.

The following are the minimum liability limits:

Comprehensive General Liability

- Bodily Injury \$5,000,000 each occurrence
- Property Damage \$5,000,000 each occurrence

Comprehensive Automobile

- Liability \$ 300,000 each person
- Bodily Injury \$ 500,000 each occurrence
- Property Damage \$ 300,000 each occurrence

Workman's Compensation

Statutory Limitations

- ◇ The insurance coverage required herein shall be executed with companies satisfactory to the Division and written for not less than the above limits, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations. At a minimum the insurance must meet the following: authorized to do business in the State of Utah in a form and content satisfactory to the DFCM and rated "A-" or better with a financial size category of (a) Class X or larger where the Contract Sum is \$1,000,000 or greater or (b) Class VII or larger where the Contract Sum is under \$1,000,000. Said rating and financial size category shall be as published by A.M. Best Company at the time the Contract is executed.
- ◇ Contractor hereby waves any right of subrogation against the additional insureds. Certificates in form approved by the Division, evidencing the premiums therefore have been paid, shall be delivered to the Division simultaneously with the execution of any contract prior to performing any work, and within fifteen (15) days prior to expiration of such insurance, like certificates shall be delivered to the Division evidencing the renewal of such insurance together with evidencing satisfactory to the Division of the payment of the premium. All certificates must contain a definite provision that if such are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the Division by registered mail ten (10) days prior to such cancellation or change. Division, Division's Managing Agent, and any other entities requested by the Division shall be named as additional parties insured on all policies. In no event will the "deductible" on any liability policy exceed \$5,000.00.

(IT MUST BE ABSOLUTELY UNDERSTOOD THAT THE DIVISION, AT ITS DISCRETION, SHALL DESIGNATE THE AMOUNT AND LIMITS OF INSURANCE COVERAGE. THE CONTRACTOR MUST PROVIDE EVIDENCE OF INSURANCE PRIOR TO COMMENCEMENT OF ANY WORK.)

#### **ARTICLE 5. LABOR, EQUIPMENT AND SUPPLIES**

- (a) The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the specifications which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the specifications and shall be subject to inspection and approval of the Division or its authorized representative. The relationship of the Contractor to the Division hereunder is that of an independent contractor.
- (b) The Contractor may store his tools and equipment in an orderly manner on the Division's premises wholly at his own risk when designated space is available, except that gasoline using equipment shall not be stored inside a building.

#### **ARTICLE 6. CANCELLATION, RENEWAL, CANCELLATION FOR CAUSE**

- (a) In the event the Contractor, through the result of workmanship or his organization, fails to perform the services agreed to under this contract, the Division of Facilities Construction and Management may serve written notice upon the Contractor of its intention to terminate said contract; and unless within ten (10) days after serving of such notice, such violations do not cease, the Division may terminate this contract for cause. The Division then may take over the work and prosecute the same to completion under the terms of the contract or by any other method it may deem advisable at the expense of the C-contractor. The contractor shall be liable to the Division for any expenses incurred in excess of the price specified herein in taking over this contract or hiring substitute elevator maintenance service.
- (b) Spare Parts:
  1. The Contractor shall provide and maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping clothes, and other minor parts in each elevator machine room for the performance

of routine preventative maintenance. All spare parts shall be kept in locked metal storage cabinets provided by the Contractor. Major repair or replacement parts shall be kept within a 25 mile radius of the site and shall be deliverable within 24 hours.

2. Contractor shall guarantee that they can obtain all necessary spare parts.
  3. In event of excessively long delivery of minor parts - long delivery is defined as that time in excess of normal shipping and delivery time after minor parts could have been ordered via written correspondence. Thus, the non-stocking of minor parts is cause for cancellation. Written notice from DFCM to contractor shall be given sixty (60) days prior to cancellation.
- (c) Payments are to be paid in accordance with this contract by the State of Utah or Division within thirty (30) calendar days of receipt by Division of a complete invoice by Contractor for services properly performed in accordance with this contract. The Contractor reserves the right to cancel the contract if payment is not received within said thirty (30) calendar day period and only if payment is still not received during an additional ten (10) working days after the Division's receipt of said written notice describing the lateness for payment for services properly performed.
- (d) Contractor and Division both acknowledge that the Division cannot contract for payment of funds not yet appropriated by the Utah State Legislature. The Division, therefore, reserves the right for this reason to terminate the contract by giving sixty (60) days notices in the manner heretofore stated. Division may terminate this contract for convenience, even without any cause, with 60 days' notice to Contractor.

#### **ARTICLE 7. INSPECTION OF WORK**

Inspection of the whole, or any part of the work, and of the supplies and materials furnished by the Contractor, may be made by the Division's representative, or other so authorized individual, at any time. Any deficiencies found upon the inspection of the work shall be corrected within (30) calendar days of notification of deficiencies unless the deficiency results in an unsafe condition in the use of an elevator, in which case the Division reserves the right to shorten the correction period to 5 calendar days. Failure to complete the correction of deficiencies shall be grounds for termination of the Agreement. The Division then may take over the work and prosecute the same to completion under the terms of the contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor shall be liable to the Division for any expenses incurred in excess of the price specified herein in taking over this contract or hiring a substitute elevator maintenance service. . The Contractor will provide weekly written inspection reports of the elevator, and provide, at the request of the Division, in company of a Division representative, a formal inspection of elevator contracted, submitting a formal written document for file.

#### **ARTICLE 8. NON-ASSIGNMENT OF CONTRACT**

The Contractor shall not assign or sell this contract or his rights or any monies due, or to become due hereunder, nor shall the Contractor subcontract any of its duties hereunder.

SUBCONTRACTOR - No part of the contract shall be subcontracted by the Contractor.

The Contractor and the Division, for themselves, their heirs, successors, executors and administrators, hereby agree to full performance of the covenants herein contained.

#### **ARTICLE 9. COST AND ATTORNEY'S FEES**

In case of default in carrying out the terms and conditions of this contract, the party in default agrees to pay all reasonable attorneys' fee incurred and all reasonable costs incurred of the other party in enforcing this contract.

**ARTICLE 10. CONTRACT SUM PAYMENT**

For the period of \_\_\_\_\_, the Division agrees to pay and the Contractor agrees to accept the sum of \_\_\_\_\_ to be paid \_\_\_\_\_ per year, in monthly installments \_\_\_\_\_ each for full performance under this contract.

First Year Maximum Sum that DFCM may pay :\$\_\_\_\_\_ not to exceed, not guaranteed This Maximum sum may escalate up to 4 percent by written approval of DFCM prior to the commencement of the next year. Therefore, DFCM shall pay the properly performed and properly invoiced services under the "Invoicing and Price Adjustment" section of the Specification, or the maximum sum for the particular year, whichever is less.

**ARTICLE 11. BILLING RATES**

Contractor shall provide mechanic, helper, and team rates for repairs that are not covered under the Contract. These rates shall include regular time rates, overtime rates, and the premium portion rates for work covered at the straight time portion. These rates shall not increase at a greater rate than the contractual monthly billing, based upon the escalation formula contained herein. In no case, shall the rates increase more than 4% from year to year.

IN WITNESS WHEREOF, the parties have executed this contract on the day and year first above written.

**CONTRACTOR:**

**STATE OF UTAH/DIV. OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
Name: \_\_\_\_\_ Date  
Title:

\_\_\_\_\_  
Jake Jacobson \_\_\_\_\_ Date  
Managing Facilities Coordinator

**ATTEST:**

**APPROVED/FUNDS AVAILABILITY**

\_\_\_\_\_  
Secretary/Officer/Witness \_\_\_\_\_ Date

\_\_\_\_\_  
Shirley J. Robinson \_\_\_\_\_ Date  
Division Financial Manager

LPD160  
\_\_\_\_\_  
Division of Purchasing \_\_\_\_\_ Date

\_\_\_\_\_  
Division of Finance \_\_\_\_\_ Date

**SPECIFICATIONS FOR  
ELEVATOR MAINTENANCE SERVICE  
CONTRACT AGREEMENT  
\_\_\_\_\_ BUILDING**

**Contract#**

The intent of this specification is to obtain comprehensive maintenance service through coordinated, scheduled maintenance so as to assure maximum peak elevator performance and reduce elevator down time.

The contractor shall be required to provide the aforementioned elevator maintenance service in strict accordance with this specification and be subject to terms and conditions of the contract beginning \_\_\_\_\_, and extending through \_\_\_\_\_.

**Description of Work**

Company shall supply trained, qualified, and technically skilled journeymen directly employed and supervised by Company. All supervision, installed repair parts, consumable materials, equipment, tools, and each and every item of expense necessary for elevator maintenance, including all preventative maintenance, repairs, or parts and trouble call service are included under this Agreement.

**Existing Conditions**

- A. All equipment is being accepted by Contractor in its present condition and will be fully covered per the terms of this contract unless otherwise noted.
- B. Correction of any existing deficiencies or known defects in the equipment is the Contractor's responsibility unless the particular deficiency was specifically excluded in writing in this Contract. Unless otherwise stated in this Contract, Contractor accepts responsibility for the existing condition of the equipment and correction of existing deficiencies or defects without exception.

The Hydraulic/Traction Passenger Elevator(s) covered under these specifications are located at \_\_\_\_\_ Building.

**Hydraulic Elevator #**

Quantity:  
Manufacturer:  
Number of Landings/Openings  
State Serial Number:

**Traction Elevator #**

Quantity:  
Manufacturer:  
Number of Landings/Openings  
State Serial Number:

**GENERAL SCOPE REQUIREMENTS**

- A. All replacement parts shall be new and specifically designed for the elevators, escalators, or other devices on which they are to be used.
- B. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer.
- C. The Contractor shall maintain all elevator equipment in hoistways, machine rooms, secondary levels, and pits and assigned Contractor work spaces in a clean orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean.
- D. When the Contractor becomes aware of a maintenance deficiency or necessary repair or replacement (either through observation, notification from the DFCM, or from a third party's report, that is specifically excluded from the scope of this Contract, the Contractor shall notify the DFCM in writing within 20 business days that, in its opinion, the correction of that deficiency or the repair or replacement is not covered, along with a proposal to correct the problem. The proposal must include a breakdown of material and labor cost, including number of hours included in the labor cost and hourly rate charged, and detailed documentation of why the proposed repair is not covered under the Contract, including photographic or other evidence where applicable. The terms and conditions of this Contract take precedence over those of any proposal signed between the parties for non-covered work during the term of this Contract, and the specified hourly rates shall apply in all cases. The DFCM reserves the right to make the final determination concerning whether the deficiency is covered under this Contract. Except in the case of emergency, Contractor shall not perform the work without the advance written approval of DFCM.
- E. On due notice from the DFCM, the Contractor will comply with violations, citations or orders to comply by any inspecting authority for repairs as covered herein, provided such violations did not exist prior to the date the Contractor began maintaining the equipment, whether under this Contract or a previous agreement (unless previous violations are specifically covered elsewhere in this Contract).
- F. The Contractor shall be responsible for giving immediate notice to the DFCM of any condition it discovers that may present a hazard to either the equipment, passengers, property or third persons.
- G. If the third party recommends that an item or items should be repaired or replaced, the Contractor will do so within the stipulated period of time.
- H. Repairs on out-of-service elevators must begin immediately. If the Contractor cannot commence repairs immediately on an out of service elevator for items covered under this Contract due to a lack of available repair teams, the Contractor must make up for the time lost by performing the repairs on overtime (and regular time) at the Contractor's expense with DFCM only being billed for non-overtime rates.

**Contract Specification Requirement**

The work described in this Contract involves the service, inspection, examination, cleaning, lubricating, repairing, renewing and replacement of parts and equipment to maintain the Elevators in a safe and first-class operating condition conforming to the standards acceptable throughout the industry.

The work shall be performed by the Contractor, and unless otherwise specified, applies to all parts of the elevator equipment listed above, complete and in its entirety including, but not limited to, all machines, motors, motor generators, SCR and variable frequency drives, controllers, governors, sheaves, selectors, worms, gears, thrusts, bearings, brake magnets, coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, oil buffers, coil resistors, fuses for operating circuits and for motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, car and counterweight guide rails, counterweight, door operating devices, interlocks and contacts, push buttons, traveling cables, electronic tubes, hall lanterns and indicators, all wire ropes and cables, shackles, springs, bulb replacements in signal systems, programmers, or other electronic control systems, all other elevator signal and accessory equipment including all fan and ventilation for elevator cabs.

If, during any month, the Contractor fails to perform the minimum number of hours of "Preventive Maintenance", as specified herein, DFCM may deduct from the following month's payment a % of the monthly maintenance fee equal to the % of hours missed from the required minimum hours of service. (Note that hours spent on repair work, and other time spent by the Contractor's personnel on activities not specifically dedicated to "preventive maintenance", will not be included in the calculation of "monthly maintenance hours".) DFCM may request from the Company, verification of Preventative hours spent for any period of time.

Contractor must perform all tests mandated by the authorities having jurisdiction prior to the expiration date, or liquidated damages in the amount of \$100 per day per device shall be charged to the Contractor. This liquidated damage is not a penalty, but is provided as a reasonable means of ascertaining the damages owed to DFCM, which damages are difficult to calculate at the time of entering this Contract. Contractor must provide a status report to the DFCM when the tests are completed.

### **Hydraulic Elevator**

1. Hydraulic power unit and accessories: pump, motor, valves, operating valves, pulleys, drive belts, flexible hose and fitting assemblies, oil tank, muffler, strainer, sound isolating coupling, plunger, packing gland, scavenger system, piping and other components.
2. Controller, selector, and dispatching equipment: All components including all relays, solid state components, resistors, condensers, transformers, contacts, leads, computer devices, selector switches, mechanical or electrical driving equipment, coils, magnet frames, contact switch assemblies, springs, solenoids, resistance grids, hoistway vanes, magnets and inductors.
3. Hoistway door interlocks or locks and contacts, hoistway door hangers, tracks, bottom door gibs, cams and rollers.
4. Hoistway limit switches, slowdown switches, leveling switches and associated cams, vanes and electronic components.
5. Guide shoes including rollers.
6. Automatic power operated door operators, door protective devices, car door hangers, tracks and car door contacts.
7. Automatic power operated door operators, door protective devices, car door hangers, tracks and car door contacts.
8. Elevator control wiring in hoistway and machine room.
9. Buffers
10. Fixture contacts, pushbuttons, key switches, locks, lamps and sockets or button stations (car and hall), hall lanterns, position indicators, direction indicators.
11. The guide rails shall be kept free of rust and dry.
12. Examine all safety devices, and conduct an annual no load test, and every fifth year perform a full load, full speed test of the buffers. The car balance shall be checked. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators (ANSI/ASME A17.2), current edition.
13. Furnish lubricants compounded specifically for elevator usage.

14. All preventative maintenance and adjusting shall meet the minimum standards established by the original equipment manufacturer of the elevator equipment.
15. Contractor shall be responsible for any and all maintenance or replacement in accordance to car manufacturer's specifications of all car ventilation systems.

### **Traction Elevators**

1. Machine: Worm, gear, thrust bearings, lateral bearings, shaft bearings, drive sheave, and other machine components.
2. Brake pulley, brake coil, brake pins, brake contacts, linings and other brake components.
3. Motor and motor generator: Motor windings, rotating elements, commutators, brushes, brush holders, bearings field coils, rotators, and stator slip rings.
4. Controller and dispatching equipment: All components including all relays solid state components, resistors, condensers, transformers, contacts, leads, computer devices, mechanical or electrical driving equipment, coils magnet frames, contact switch assemblies, springs, solenoids, resistance grids, hoistway vanes, magnets and inductors.
5. Governor: Including governor sheave, shaft assembly gears, bearing contacts, jaws and pit tension assembly.
6. Sheaves: Including defector sheaves, shafts, bearings, grease retainers, contacts and hold down devices.
7. Hoistway door interlocks or locks and contacts, hoistway door hangers, tracks, bottom door gibbs, cams and rollers.
8. Hoistway limit switches, slowdown switches, leveling switches and associated cams, vanes and electronic components.
9. Guide shoes including rollers.
10. Automatic power operated door operators, door protective devices, car door hangers, tracks and car door contacts.
11. Traveling cables.
12. Elevator control wiring in hoistway and machine room.
13. Hoist cables, governor cables, compensating chains, including adjustment of tension on all cables.
14. Car safety mechanism and load weighing equipment.
15. Buffers.
16. Fixture contacts, pushbuttons, key switches, locks, lamps and sockets or button stations (car and hall), hall lanterns, position indicators, direction indicators.
17. The guide rails shall be kept free of rust and dry.
18. Examine all safety devices and governors, and conduct an annual no load test and every fifth year perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance shall be checked and governor set. If required, the governor shall be calibrated and sealed for proper tripping speed. All tests shall be performed in accordance with provisions of the American National Standard, Safety Code for Elevators and Escalators (ANSI/ASME A17.2), current edition.
19. Furnish lubricants compounded specifically for elevator usage.
20. Contractor shall be responsible for any and all maintenance or replacement in accordance to car manufacturer's specifications of all car ventilation systems.

### All Elevators:

1. Controller, Selector, Dispatching Equipment: All relays, rectifiers, solid state components, resistors, condensers, transformers, contacts, conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance

grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes.

2. Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices, tracks, cams, rollers, locks and contacts, air cord, chains, pivot and pivot pins, hinges, auxiliary hinges, gate switches and sight guards.
3. Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car safety units, platform, elevator car guide shoes, gibs or rollers, car door gibs and sills, elevator car tops, car gates (vertical and collapsing).
4. Gates, all car and hoistway door equipment including manual or powered vertical bi-parting doors, cams, car switches, annunciators, and parking devices.
5. Replace and repair, as required, traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers.
6. Contractor shall be responsible to relamp all lighting fixtures in the cab interior, pit, machine room, hoistway on top of and underneath the elevator car.
7. Fixture contacts, pushbuttons, key switches, locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, relamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, cab annunciator systems, intercom systems and other in-car communication devices, alarm bells and elevator monitoring system. Maintain and replace as needed all backup batteries for elevator components, including those for in-car communication, emergency car lighting, and lowering of hydraulic elevators. All cab ventilation systems, including ventilation fans and associated switches are to be covered by the Contractor.
8. Furnish and utilize lubricants, consisting of oils, greases, and compounds, blended specifically for elevator equipment. They shall be of the highest quality and consistency for the purposes employed, and the parts, to which applied. Cleaning compounds, waste clothes, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable nor noxious. This material shall always be stored in approved metal containers provided by the Contractor.
9. Guide rails shall be kept free of rust and dust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gibs as required to insure smooth and satisfactory operation. Periodically examine rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices.

The Contractor shall be financially responsible for their performance under this Contract and DFCM will be owed damages for extended shutdowns or repeated shutdowns. If there are more than two shutdowns for the same reason within a thirty 30 calendar day period, there will also be a \$300 charge as liquidated damages owed to DFCM as liquidated damages, is not a penalty, but is provided as a reasonable means of ascertaining the damages owed to DFCM, which damages are difficult to calculate at the time of entering this Contract. .

If any unit is out of service due to equipment failure longer than two (2) consecutive working days for any non-scheduled reason, the monthly maintenance cost of that unit will be credited to the next monthly billing. All repairs shall be pre-scheduled in writing.

**Exclusions to this Contract:**

The Elevator Contractor shall not be required to install new attachments on the elevator whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design. The Contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond the Contractor's control except ordinary wear and tear unless the Contractor receives just compensation. The Elevator Contractor shall not be responsible for the following items of elevator equipment: car enclosure (including removable panels, door panels, hung ceilings, light diffusers, light tubes and bulbs, handrails, and carpets), hoistway enclosure, hoistway doors, frames and sills.

The Elevator contractor shall not be responsible for items that are obsolete as defined hereunder:

**OBSOLESCENCE**

**A. Definition**

1. A component shall only be considered "obsolete" if it meets ALL of the following criteria:
  - a. The Contractor does not have the part in its spare parts inventory, either on-site or in any of its warehouses;
  - b. The part was not originally manufactured by the current maintenance Contractor, or by a parent company or subsidiary, or by a company that shares the same parent company;
  - c. The part is no longer manufactured by the OEM;
  - d. The part is not currently manufactured by a reputable third-party after-market parts manufacturer; The part is not available to be purchased from the original manufacturer or any reputable third-party after-market supplier; and
  - e. The Contractor has exhausted all reasonable efforts to obtain the part from reputable sources.
2. Notwithstanding any other provision herein, if DFCM is able to obtain the part from a third-party by performing its own research, at a reasonable price, then even if that supplier will not sell directly to the Contractor, the part will not be considered obsolete. In that case, the DFCM may elect to purchase the part directly from the third-party, and the Contractor will pay the DFCM for the cost of the part immediately upon receiving the part from the DFCM.
3. If the existing part can be repaired by the Contractor, the original manufacturer, or a reputable third-party, the Contractor must inform the DFCM of the estimated amount of time it will take to repair the part as well as the proposal required by the "Part Substitution" part of this section. The DFCM can then: (1) select to designate the part as Obsolete (2) elect to have the part repaired, at the Contractor's cost, with the understanding that the elevator may be out of service for a mutually discussed period of time while the part is repaired; or (3) terminate this contract in accordance with the provisions herein..
4. The DFCM reserves the right to make the final decision as to whether a part meets the definition of "obsolete" described herein.

**B. Part Substitution**

1. If the Contractor must replace a part that is considered "obsolete", the Contractor must present a proposal to the DFCM identifying the minimum scope of work required to return the device to reliable, code-compliant, active service without the availability of the obsolete part.
2. The Contractor is eligible to be paid for the following costs. The Contractor's proposal must reflect these requirements.

- a. The Contractor may be paid for the material costs incurred due to the lack of availability of the obsolete part. If the most recent price of the old obsolete part can be obtained from reliable documented sources, the Contractor shall credit that price to the price of the proposed substitution parts. The Contractor's markup must not exceed 5% on these material costs.
  - b. The Contractor may NOT be paid for any labor required to replace the obsolete part, unless the minimum scope of work necessary requires a significant alteration of the elevator system. In that case, the Contractor may charge its contractually stated labor rate for the difference in hours between the labor that would have been required to replace the obsolete part (if it were available) and the estimated labor required for the alteration work.
3. Upon receipt of an authorization to proceed with the Contractor's proposed substitute scope and approval of the relative extra cost, if any, the Contractor shall immediately perform such work to restore the device to active service. In no case shall Contractor perform the Part Substitution work without the advance written notice to proceed by DFCM.
  4. If, in the DFCM's sole opinion, the substitution proposal submitted by the Contractor is not reasonable or does not follow the requirements herein, the DFCM may elect to have the work competitively bid to other competent, qualified maintenance contractors or may terminate the contract under the provisions herein..

If the work is completed by a third party contractor, after completion, , the Contractor has the right to inspect the work performed and must raise any objections it has to the scope or quality of work performed by the other contractor by written notice to DFCM within 48 hours of such inspection , or the Contractor shall be deemed to accept responsibility for the work performed by the Third Party Contractor under the existing terms of this maintenance contract as if it were performed by the Contractor.

- a. If the Contractor and DFCM disagree as to the quality of the obsolescence substitution work performed by another contractor, the DFCM will hire a qualified third party to make the final determination. If the Contractor's disagreement is frivolous, then DFCM reserves the right to assess the Contractor for the cost of the third party and/or terminate this Contract.

### **Work to be Performed**

All work is to be performed during regular working hours of regular working days. Emergency calls shall be answered at all hours of the day or night. Should overtime work be required, DFCM will pay only the actual amount of the premium portion of the wage, the Contractor will pay the basic hourly rate.

The Contractor shall check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed.

The Contractor shall keep the elevator maintained to operate at the original contract speed, keeping the original performance times, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain the original door opening and door closing times, within legal limits.

DFCM reserves the right to make a thorough inspection and test as and when deemed advisable. If it is found that the elevator and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be his responsibility to make corrections within 30 days, DFCM may terminate the contract and employ a Contractor to make the corrections at the original Contractor's expense.

Approximately six months prior to the end of the contract term, DFCM will make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, DFCM shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

**Parts Inventory Requirements** Contractor agrees to the following requirements and authorization of parts used.

1. One complete set of all diagnostic tools and equipment required for the complete maintenance of all aspects of the control and dispatch system and solid-state motor drive units. The diagnostic system shall be an integral part of the controller and provide user-friendly interaction between the serviceman and the controls. All such systems shall be free from secret codes and decaying circuits that must be periodically reprogrammed by the manufacturer.
2. All minor parts need to be readily available within 24 hours. The Contractor shall provide and maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping clothes, and other minor parts in each elevator machine room for the performance of routine preventative maintenance. All spare parts shall be kept in locked metal storage cabinets provided by the Contractor. Major repair or replacement parts shall be kept within a 25 mile radius of the site and or shall be deliverable within 24 hours.
3. Major Components Parts (Electrical): If Company does not have motor and generator armatures, or should field coils and armatures be rewound or repaired by a qualified motor rewind shop, Company must cause the repairs to be completed within two (2) working days, or less.
4. Major Components Parts: If Company does not have machine gears, frames, sheaves, motors, and similar mechanical components in stock; they must provide DFCM within two working days. If this exceeds two working days, the Company will need to supply DFCM with the source for the repair or replacement, as well as, the approximate schedule to complete the repairs. Failure to complete repairs as required within the 48 hour requirement, will result in liquidated damages as provided herein, and may also result in termination of this Contract. The Contractor shall be liable to the Division for any expenses incurred in excess of the price specified herein if DFCM has to take over this contract or hire a third party elevator maintenance service company due to the failure of the Contractor to properly perform within the time deadlines of this Contract., additional cost shall be billed to the contractor.
5. Special Electrical Parts: Company acknowledges that elevator control systems contain solid state printed circuit modules. Company agrees to maintain in inventory, a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur. SCR Drive Components are to be inventoried in Companies warehouse.
6. Job Site Elevator Inventory: Company will maintain a supply of contacts, coils, generator and motor brushes, car and hall pushbuttons, lantern gongs, door detectors, safety edges, photo eyes, lubricants, wiping cloths, and minor parts in each elevator machine room, properly stored in an approved parts cabinet.
7. Spare Parts Inventory: Company will maintain a supply of genuine Original Equipment Manufacturer's replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, rollers, hoistway limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.

8. **Replacement Parts Policy:** Company will not alter equipment parts and original design with other manufacturers' parts or design unless the original manufacturer has discontinued the item and the parts are no longer available from the manufacturer or other DFCM approved suppliers. Parts manufactured by companies other than the original manufacturer, but supplied to the manufacturer as part of their overall product may be acceptable if said part is of a similar design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other national recognized manufacturers and, upon written authorization from DFCM or DFCM's representative, may be used in lieu of the manufacturers parts.
9. Company shall be responsible to have in their local possession all special tools and devices necessary for the proper maintenance of the equipment covered by this agreement. The company agrees to maintain a diagnostic tool to remain on the job site, and one set of spare boards, as required, on the job site or in Companies local branch office for the entire length of the Agreement. Any boards used out of stock will be replaced within twenty-four (24) hours.

**Modification Approvals:** Should Contractor request or wish to make any change, modification, or addition to the existing elevator equipment, the Contractor must submit a written "Request to Modify" proposal to DFCM for approval. A "Request to Modify" must state the reason why the Company wishes to change a component. Complete information of the new proposed component and a guarantee of responsibility by Company for said component change are required. DFCM will get back with the Company within 30 days of receiving this request.

**Emergency Response:** In the case of entrapment by an individual inside an elevator, the Company will respond within an hour of receiving the call.

**Code Testing Required:** Company shall perform all State, City, Local and ANSI A17.1 required testing. Such testing shall include, but not be limited to, full load, no load, and hydraulic load tests. Only those Codes that are in force as of the Commencement Date of this Agreement are applicable. Company will give DFCM at least a One day notice prior to any testing being performed.

1. ANSI/ASME A17.1 (Latest edition): Company shall test Fireman's Return Phase I and II, on a monthly basis and keep a record of such testing attached to the controller cabinet and stored in the machine room. Any and all required corrections shall be the responsibility of Company and shall be corrected at no additional charge to DFCM. The results of these tests shall be submitted in writing to DFCM within 30 days after test is completed.
2. Earthquake Derailment Device Testing: Company shall test earthquake derailment and seismic devices a minimum of once a year only in areas where applicable. Notification shall be given to DFCM prior to such test. Any and all required corrections shall be the responsibility of Company and shall be corrected at no additional charge to DFCM.

**Performance Requirements:** Contractor agrees to maintain the following minimum requirements of each elevator and lift as described per manufacturer's original installation criteria:

1. Floor-to Floor Time: (In Seconds)  
Floor to floor time shall be measured from the time the elevator starts to the time the elevator stops during a one floor run in either direction and under any load condition.
2. Door-Open Time: (In Seconds)  
Door-opening times are measured by the distance of the door travel less 1" for center-opening doors and 2" for side-opening doors from each end of the door travel.
3. Door-Close Time: (In Seconds)  
Not to exceed 30 pounds of kinetic force.  
Door closing times are measured by the distance of the door travel less 1" for center-opening doors and 2" for side-opening doors from each end of the door travel.
4. Car/Hall Dwell Time: (In Seconds)

Standing door open times are measured from the time the doors are fully open, without demand, until the doors start to close.

5. Nudging Close Time: (In Seconds)

Nudging close time is measured the same as the door close time.

6. Leveling Accuracy

3/8" for hydraulic elevators and open loop traction elevators.

1/4" for closed loop traction elevators.

The accuracy of leveling shall be plus or minus the 3/8" and 1/4" mentioned above under all load conditions. Leveling shall be consistent with OEM installation and Code Requirements.

7. Variance from the rated contract speed, regardless of load conditions shall not exceed five percent (5%).

8. Maintain vertical alignment of guide rails to a tolerance of 1/16 in. at 100'.

To accomplishing this, Company shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive, with smooth checking at the extremes of travel. Company shall assign a Supervisor to examine all equipment yearly as a minimum requirement. Results of the inspection shall be submitted to DFCM within thirty (30) days from completion of Supervisor's Inspection.

**Minimum Man Hours at Premises**

1. Contractor shall provide a mechanic at a minimum of two (2) hours per elevator per month for all traction units, and one hour per elevator per month for each hydraulic Elevator for preventative maintenance of all elevators. Records of Preventative Maintenance shall be kept for 7 years or if greater the term of current adopted applicable codes and available to the Division upon request. Callbacks, repairs, or other work shall not count towards the minimum Preventative Maintenance requirements of this Contract. Failure to provide the preventative maintenance services set forth, shall be cause for retention of monthly fees by DFCM equal to the reduction of Company services and shall continue until full, normal service is restored. Company may choose to make up time lost at the conclusion of any period of interruption of service and be reimbursed for same if agreed to in writing by DFCM. Time tickets for routine maintenance shall be presented to the appropriate on site personnel or building representative at the conclusion of each visit and shall only show the time spent for preventative maintenance. Any other work completed, such as repairs or call back service shall be listed and accounted for on a separate time ticket, which must be attached to the invoice. It is understood that such minimum service hours do not limit labor required to maintain the elevator equipment in top running condition.

The following information must be included on all invoices or on the attached time tickets:

- Invoice Date
- Invoice Number
- Location of the service provided
- Specific unit worked on (excluding maintenance)
- Specific work performed with dates performed
- Breakdown between the labor and materials
  - Billable hours spent
  - Identification of RT or OT rates charged
  - Listing of materials charged
- Attached time tickets that support the invoice
- Identification of all additional charges including but not limited to the following:
  - Mileage
  - Parking
  - Cartage
  - Additional Surcharge

2. All preventative maintenance service, repairs, routine adjusting and service procedures will be performed during regular working hours of regular working days of the elevator trade referring to the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. Only time on the job will be paid for any callback or repair covered under the agreement. If DFCM demands that needed two-man repair work be completed during overtime hours, Company will bill the difference between their straight time billing rate and the appropriate overtime billing rate. Notification to DFCM must be made prior to removal of the elevators from normal service for maintenance, testing and adjustment.

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## **LUBRICATION**

- A. Contractor shall lubricate as needed, but at least twice a month all of those mechanical parts recommended to be lubricated by the original manufacturer of the elevator equipment or to otherwise lubricate as often as and in the manner specified by said manufacturer.
- B. Lubricants shall consist of oils, greases and compounds furnished by the Contractor. The lubricants shall be of the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied. It being understood and agreed between the parties hereto that abrasive bearing lubricants shall not be employed except on new parts installed and only if and for the period recommended by the original manufacturer of the elevator equipment. Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in-period has elapse

## **CLEANING:**

Elevator machine rooms shall be kept in clean and orderly condition. Contractor shall, during the course of all examinations, remove and discard immediately, all accumulated oil, grease, dirt and debris from machine spaces, car tops and pit areas once per month. Prior to each anniversary date of this Contract, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris. All waste shall be discarded in compliance with all laws and codes. Cleaning compounds, waste, cloths and other materials necessary are to be supplied by the Contractor and shall be kept properly sealed to prevent leakage and stored in metal cabinets. It is understood and agreed between the parties that cleaning agents employed shall not be flammable or noxious. The elevator machine rooms shall be painted once a year immediately prior to the anniversary date of this Contract.

## **MONTHLY REPORTS**

The Contractor must submit a monthly report to the DFCM no later than the 10<sup>th</sup> day of each month covered by this Contract, covering the prior month's contract activity. The report should chronicle all the outages, whether for maintenance, repair or modernization and should indicate the date and time of outage and the reason for the outage. A written explanation should be provided for each duplicate callback, for each entrapment, for each accident and for each repair that involves the unscheduled shutdown of an elevator. Upon request, contractor shall schedule a recurring monthly meeting to discuss the previous month elevator performance and related issues pertaining to the elevator maintenance agreement.

## **MAINTENANCE CODE REQUIREMENTS**

Notwithstanding anything to the contrary herein, Contractor shall perform as a minimum, all maintenance as per the requirements of the original manufacturer on the date installed. An installation of required code data plates shall be required on all elevators where they are currently not provided. Contractor must update or replace code data plate as required for component replacements or upgrades as per code requirement.

Contractor shall be responsible for the monthly testing of the Firefighters' Emergency Operation as required by code, or as modified by the local jurisdictional authority. Contractor shall keep a record of the monthly testing in the machine room.

## **TRAVEL**

It is understood that no travel time shall be charged under this Contract for regular maintenance, callbacks, or scheduled repairs under this agreement.

## **INVOICING AND PRICE ADJUSTMENT**

**The following price adjustments shall apply, however, the maximum sum owing in any year by the State of Utah or DFCM shall not exceed the annual maximum set forth in Article of this Contract.**

- A. Contractor shall provide the following information to the DFCM, at or before the commencement of any work or service under this Contract:
  - 1. Contractor's straight-time hourly rate of pay for a maintenance mechanic (wages only, not including benefits) as of the date of commencement of the Contract.
  - 2. The most recent monthly Metals and Metal Products Producer Price Index available from the United States Department of Labor's Bureau of Labor Statistics as of the date of commencement of the Contract. This month shall become the Base Month for future calculations.
- B. Unless terminated by DFCM, the Contractor's compensation under this Contract shall be increased or decreased annually on each anniversary of the commencement date of this Contract according to the following formula:
  - 1. Eighty percent (80%) of the total monthly maintenance price shall increase or decrease by the percent change over the past year (as of the anniversary of the commencement date) in the straight time hourly rate of pay for a maintenance mechanic (wages only, not including benefits).
  - 2. Twenty percent (20%) of the total monthly maintenance price shall increase or decrease by the percent increase over the past year (from Base Month to Base Month) in the monthly Metals and Metal Products Producer Price Index.
- C. Notwithstanding anything to the contrary, the maximum annual increase to the monthly price or billing rates shall not be more than four percent (4%) when compared to the price for the preceding contract year.

## **MAINTENANCE CONTROL PLAN (MCP)**

Company shall provide a copy of their most recent MCP covering the minimum requirements for maintenance of all elevators covered under this agreement. Company shall comply with these minimum requirements as outlined therein, or with the OEM minimum maintenance recommendations, whichever is greater.

**PAINTING**

The Contractor shall keep the exterior of the machinery and any other parts of the equipment subjected to rust and paint deterioration properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with the proper insulating compound. Machines and equipment shall be painted at least once, every 5 years, beginning in the year 2000, and every 5 year increment thereafter.

Standard Terms and Conditions. The Standard Terms and Condition for Professional Services is attached as Exhibit "A" and incorporated by reference herein. In case of conflict between any provision of this cover Agreement and Exhibit "A: this cover Agreement provision shall control.