

ATTACHMENT "A"

RESOLUTION NO. 13-76

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING DELAWARE ELEVATOR OF FLORIDA, INC. FOR ELEVATOR MODERNIZATION AND MAINTENANCE SERVICES, FOR THE TOWN CENTER BUILDING; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT RELATING TO THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 25, 2013, the Town of Cutler Bay (the "Town") issued a Request for Proposal #13-06 for Elevator Modernization and Maintenance, for The Town Center Building (the "RFP"); and

WHEREAS, on August 9, 2013, the Town held a mandatory pre-bid meeting in which nine (9) potential bidders attended; and

WHEREAS, on September 9, 2013, the Town received two (2) fully-responsive proposals (the "Proposals") from local elevator firms; and

WHEREAS, in accordance with the stipulations of the RFP, an evaluation committee (the "Committee") reviewed the proposals and ranked them based upon the information provided in the Proposals; and

WHEREAS, the Committee members ranked the Proposals in the following order from highest to lowest (i) Delaware Elevator of Florida, Inc.; and (ii) Maverick United Elevator and recommended negotiation with Delaware Elevator of Florida, Inc., as the highest ranked firm; and

WHEREAS, the Town Council desires to authorize the Town Manager to negotiate and execute an agreement substantially similar to the form attached hereto as Exhibit "A", between the Town and Delaware Elevator of Florida, Inc. for Elevator Modernization and Maintenance, for The Town Center Building; and

WHEREAS, the Town Council finds that the adoption of this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Selection. The Town Council hereby selects Delaware Elevator of Florida, Inc. for Elevator Modernization and Maintenance, for The Town Center Building.

Section 3. Authorization. The Town Manager is hereby authorized to negotiate and execute an agreement with Delaware Elevator of Florida, Inc. consistent with their proposal within the RFP#13-06 and substantially similar to the form attached hereto as Exhibit "A," subject to approval as to form, content, and legal sufficiency by the Town Attorney. If an agreement cannot be reached, the Town Manager is authorized to negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking, until an agreement in the best interests of the Town is reached.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 16th day of October, 2013.

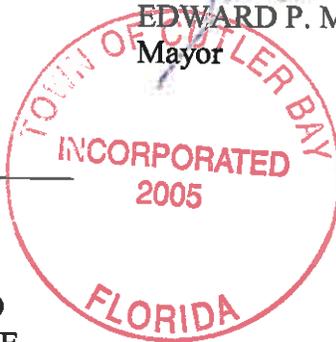


EDWARD P. MACDOUGALL
Mayor

ATTEST:



DEBRA E. EASTMAN, MMC
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:



WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

Moved By: Council Member Loyzelle
Seconded By: Council Member Mixon

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	yes
Vice Mayor Ernest Sochin	yes
Councilmember Peggy R. Bell	yes
Council Member Sue Ellen Loyzelle	yes
Council Member Mary Ann Mixon	yes

SECTION 6
TOWN OF CUTLER BAY
CUTLER BAY TOWN CENTER
ELEVATOR MODERNIZATION AND MAINTENANCE
RFP #13-06

PART 1

AGREEMENT
CUTLER BAY TOWN CENTER
ELEVATOR MODERNIZATION AND MAINTENANCE

THIS AGREEMENT is made this ____ day of _____, 2013 by and between the Town of Cutler Bay, Florida (the "Town") and Delaware Elevator of Florida, Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

- 1.1.1 **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, attached hereto as Exhibit "A" (the "Work").
- 1.2 **COMPENSATION/PAYMENT**
- 1.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month, through the project.
- 1.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
- 1.2.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "B", based upon the actual Work completed. The total compensation under this Agreement shall not exceed \$ XXXXXX (the "Agreement Sum").
- 1.3 **TERM** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.
- 1.4 **PROTECTION OF PROPERTY AND THE PUBLIC** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 1.4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 1.4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 1.4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 1.4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

1.5 INDEMNIFICATION-

- 1.5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 1.5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified

hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

- 1.6 **AGREEMENT DOCUMENTS**- The following documents shall, by this reference, be considered part of this Contract:

Instructions to Proposers;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

1.7 **CONTRACTOR'S EMPLOYEES-**

- 1.7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 1.7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 1.7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 1.7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 1.7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

- 1.8 **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement.

- 1.9 **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage shall include a minimum of:

- 1.9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 1.9.3 **Commercial General Liability** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 1.9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 1.9.5 **Additional Insured** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

- 1.10 **ASSIGNMENT AND AMENDMENT** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.
- 1.11 **TERMINATION**
- 1.11.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.
- 1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- 1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.
- 1.12 **GOVERNING LAW** The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 1.13 **ACCESS TO PUBLIC RECORDS** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 1.14 **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
- 1.15 **SEVERABILITY** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 1.16 **WAIVER OF JURY TRIAL** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 1.17 **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

- 1.18 **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.
- All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
- 1.19 **ACCIDENT PREVENTION AND REGULATIONS** Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
- 1.20 **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
- 1.21 **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
- 1.22 **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 1.23 **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 1.24 **NOTICES** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Cutler Bay
10720 Caribbean Blvd., Suite# 105
Cutler Bay, FL 33189
Attention: Town Clerk

Contractor:

Delaware Elevator of Florida, Inc.
4 Office Park Drive, Suite #260
Palm Coast, Florida 32137

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY

By: _____
Debra E. Eastman, Town Clerk

By: _____
Rafael G. Casals – Town Manager

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR: _____

By: _____

By: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

**SECTION 5
CUTLER BAY TOWN CENTER
ELEVATOR MODERNIZATION AND MAINTENANCE
RFP #13-06**

TECHNICAL BID INFORMATION

DEFINITIONS OF TERMS

- **OWNERS REPRESENTATIVES:** as used herein, refers to the Manager acting on the Owners behalf.
- **CONTRACT or CONTRACT DOCUMENTS:** as used herein, consists of the Agreements, Bidding Information, Conditions of Contract, and Specifications including any Alternates or Addenda issued during the bidding period.
- **CONTRACTOR:** as used herein, refers to any persons, partners, firm or corporation having a contract with the Owner to furnish labor and materials for the execution of the work herein described.
- **SUBCONTRACTO:** as used herein, refers to any persons, partners, firm or corporation having a contract with the Contractor to furnish labor and materials for the execution of the work herein described.
- Words in the singular shall include the plural whenever applicable or the context so indicates.
- All terms in these specifications have the definition given in the latest edition and supplements of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1 and the local and state codes and laws.

GENERAL DATA

The work shall be performed and completed in a good, first class, and workmanlike manner and to the owners satisfaction and all work and material required for such performance and completion shall strictly conform to the work data. Anything called for on drawings and not mentioned in specifications, or vice versa, and any work or material necessary to and usually included in the completed finished work shall, together with all such incidental services and processes as are usual and proper in the performance of such work, be furnished by contractor as a part of the work without any extra charge as though the same were specified in the work data.

Contractor, at its expense, shall promptly prepare and furnish to the owners for its approval, all specifications, working drawings, templates, reverse templates, patterns, and models, if any, as required herein or in the work data and such other usual, proper, and necessary working drawings for the work as may be required from time to time by the owners, but the owners written approval thereof shall be obtained by contractor before the work called for therein is executed and all such models shall be made by artists approved in writing by the owners. Each specification or working drawing furnished by contractor shall be marked for identification as the owners may direct.

The owners approval of any such specification, working drawing, template, pattern, or model shall not relieve the contractor from responsibility (a) for deviations or omissions from any of the work as otherwise called for by the work data unless, prior to owner's said approval, contractor shall have called such deviation or omission to owners attention in writing, or (b) for any errors in specifications and working drawings furnished by Contractor. Contractor shall promptly furnish to the owners such number of copies of said specifications and working drawings as the owners may order for its own use or that of any architect, engineer, or any other contractor engaged in performance of any related work. The owners will furnish contractor such number of copies of the work data prepared by the owners or any architect or engineer as contractor shall require but contractor shall pay to the owners the cost to owner of any copies in excess of two.

Drawings and details to larger scales shall take precedence over those at smaller scales. Contractor shall, in no case, "scale" drawings, but shall work from figured dimensions and all measurements shall be verified at the premises and any failure of the work to fit in place shall be remedied by contractor at its expense.

Where inconsistencies exist in the work data, necessary measurements are missing, work or material called for by the work data is incorrect or impossible of execution, figures fail to check or owner or any architect or engineer shall fail to supply sufficient or clear information to enable contractor to proceed with a part of the work, contractor shall immediately notify the owners and their representatives in writing thereof and conform to owners written directions with respect to the work or material affected thereby lack of information. Failure to understand any of the work data, ignorance of the contents thereof, will not excuse contractor for improper or inferior design, workmanship or material, or for any delay in performing the work, or as a justification for any claim of Contractor for additional compensation.

Contractor, without additional compensation, (a) at owners request, at any time and either verbally or in writing as the owners directs, will report to the owners on the progress of the Work, including the preparation and delivery of material, and (b) will attend meetings of such places and at such times as the owners shall request for the purpose of reporting to the owners on the progress of the work and/or discussion of its relation to the progress of any other work being performed in or for the premises.

SCOPE OF WORK

Furnishing of all necessary labor, tools, transportation, services, supervision, materials, and equipment required to complete the Modernization and Maintenance as outlined in this specification, including any alternates, and the Maintenance of the following elevators:

Number	Classification	Capacity/Speed	Floors Served	Stops/Openings
Car 1	Passenger	3500 Lbs. @350 FPM	1-6	6/6
Car 2	Passenger	3500 Lbs. @ 350 FPM	1-6	6/6

Note: The contractor is to confirm all duties. Contractor is to properly number elevators for code compliance.

ADDITIONAL SPECIFICATIONS

- It is intended that the contract includes all labor and material to accomplish a complete installation in every respect. Bidders are cautioned to familiarize themselves with existing conditions on the premises and to include all incidental work that might occur during the job. After the contract has been signed there will be no extra charges allowed for any labor or material necessary to complete the work whether exactly described in these specifications herein or not, as long as such work, labor and material are required in order to obtain the desired effect and results.
- Any discrepancies or ambiguities found in the specifications shall be reported to the Owners Representative prior to bid for resolution.
- Information and Drawings: Any drawings, measurements, or information included with the bidding material shall be for the convenience of the bidders. Completed responsibility for detailed dimensions lies with the Contractor. In the execution of the work on the job, the Contractor is to verify all dimensions with the actual conditions. Where the work of the elevator Contractor is to join another trade, the shop drawings shall show the actual dimensions and the method of joining the work of the two trades.
- Codes and Ordinances: All the work covered by these specifications is to be done in full accordance with the Federal, State and Local Codes, Ordinances and elevator safety orders as are in effect at the time of the execution of the contract. All of the requirements of the Governmental Authorities are to be fulfilled by the Contractor and its subcontractors. The entire elevator plant, including all elevator equipment and work, shall be in accordance with the latest edition and supplements of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1, the National Electrical Code (NFPA 70), and the requirements set forth by the State of Florida, local (i.e. County or Town) authority, and the Federal ADA requirements.
 - a) Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their bids. Any required interpretation will be in the form of an addendum to the specifications which will be forwarded to all bidders by the Owners Representative.
 - b) If the bidder desires to furnish any item different from that specifically mentioned in the specifications, they shall notify the Owners Representative of their intentions prior to the submission of their bid and shall supply the Owners Representative with information, data, pictures, cuts, designs, etc. of the materials he desires to furnish so as to enable the Owners Representative to decide whether or not the article intended to be furnished by the bidder is, in fact, the equal of that specified. Any deviation from the specifications shall be stated by the bidder as an exception to the specifications in a transmittal letter submitted together with, and as a part of, their respective bid.

ADDITIONAL REQUIREMENTS

- Permits: The Contractor shall obtain and pay for all municipal and state permits necessary for execution of the modernization, including the cab interior modernization.
- Protection of Work and Property: The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Owners property from injury or loss arising out of this contract.

The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owners. The Contractor shall provide all barricades required to protect open hoist ways or shafts per OSHA regulations. The owner requires that dust not be emitted into the lobby areas, accordingly, protective fire-rated material must be installed at each landing while a car is being modernized to control airborne dust into tenant and lobby areas.

- **Storage of Materials:** Contractor shall confine storage of materials on job site to limits approved by the Owners Representatives and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load.
- **Removal of Equipment and Rubbish:** The Contractor shall remove all rubbish as fast as it accumulates, keeping the building and premises clean during the progress of the work and leave the premises at completion in perfect condition, as far as his work is concerned, to the Owners Representative's complete satisfaction.
- **Cartage, Hoisting, and Equipment Installation:** All elevator equipment installed under this contract shall be delivered to the job site and hoisted into place by the Contractor.
- **Materials and Workmanship:** All materials and equipment furnished shall be new and the best of their respective kinds. Installation shall be in a neat, accurate, workmanlike manner and be subject to the approval of the Owners Representative. All materials and equipment furnished shall conform to the regulations of the bodies having jurisdiction and installation shall conform to the regulations of the bodies having jurisdiction over such installation. The Contractor shall furnish for approval all samples as directed and material shall be in accordance with approved samples.

PAINING AND FINISHES

- All natural metals shall be of the best grade and shall have the grain of belting in the direction of the longest dimension with a fine, brushed or mirror finish. All surfaces shall be perfectly smooth and without waves. Painting of unfinished metal will be of the highest quality enamel and rust resistant paint.
- Any equipment in the machine room or the hoist way that is rusting shall be wire brush clean and field painted with the highest quality rust inhibitor enamel.
- Machines, machine room floor, shall be field painted with the highest quality enamel. Components in the elevator shaft including but not limited to car top, crosshead, top and back of doors, platform, hoist way side of door frames, pit equipment shall have any rust removed and painted with the highest quality rust inhibitor paint.
- All painting in the elevator hoist way shall be as per Sherwin Williams Paint Company Specifications SSPC-SP1 specification utilizing Cured Polyurethane Primer and one finished coat of High Build Epoxy Mastic Finish coat.

SUBMITTALS

- Prior to the beginning of the work, the Contractor shall submit and have approved copies of layouts (if required by code authorities for filing), shop drawings and standard cuts. These items should include cabinet drawings (if included under these specifications) and all accessories and fixtures. The Owners Representative shall pass on the submittals with reasonable promptness and the Contractor shall be responsible to insure that there will be no delay in their work or that of any trade involved.
- Samples of wood, metal, plastic, paint, or other architectural finish material shall be submitted for approval to the Owners.
- It shall be distinctly understood that approval of the drawings and cuts shall be for general arrangement only and does not include measurements and code compliance which are the Contractor's responsibility or approval of variations from the contract documents.
- The Owners Representative will have a kick off meeting with the successful contractor prior to the beginning of the work. The contractor's sales representative and field manager responsible for the job shall be in attendance. The contractor shall provide the following information at this meeting:
 - a. Shop drawings as required including fixture drawings
 - b. A catalogue of the fixtures being supplied and samples that may be required
 - c. A complete installation bar schedule
 - d. Insurance certificates if not already submitted

CONTRACTORS WORK FORCE

The Contractor shall keep competent installers at the job site continuously during the work progress. The superintendent and or the Lead Mechanic shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor. If the Lead Mechanic does not cooperate fully with the Owners Representative he shall be removed from the job upon notification of the owner and replaced with a competent Lead Mechanic to the owner's satisfaction. If the contractor removes the work force from the site without the expressed written consent of the owner or owners representative they shall be subject to a penalty of \$150.00 per day for each day the work force is removed.

CHANGES, CHARGES AND EXTRA WORK

The Owners may at any time make changes in the specifications, plans or drawings, omit work, and require additional work to be performed or require portions of the work to be completed after normal working hours by the Contractor. For such additional work performed hereunder, the Owners shall pay the Contractor on the basis of a mutually agreed formula; Real Cost of the labor (direct and fringes) and material, multiplied by ten percent for burden and 10% for profit. For work which is part of the original specification performed on overtime, payment will be the premium portion only, the straight time will be part of the contractors responsibility. The contractor shall make no additions, changes, alterations or omissions, or perform extra work, except on prior written authorization of the Owners.

PROGRESS OF WORK

- Upon signing of the contract, the Contractor shall submit a complete starting, progress, and completion schedule, including equipment delivery dates, downtime and return to service dates per unit based on the information submitted on the bid form.
- The Contractor, monthly, shall submit in writing the following information to the Owners throughout the Modernization process:
 - a) An updated progress schedule, including the equipment delivery times, work completed the previous week and scheduled work to be performed in the following month.
 - b) A progress report with submission of payment request, showing the progress being made and the percentage of the job completed and shall certify to Owner that labor and materials listed on the request for payment have been performed and or installed. The form of invoice shall be the standard AIA including a lien waiver for the invoiced values.

CERTIFICATES OF INSPECTION

Contractor shall arrange and pay for any necessary inspections by governing authorities, certifications of inspection, and permits necessary for operation of the elevators by the Owners.

GUARANTEE OF WORK

- The Contractor shall guarantee that the materials and workmanship of the apparatus installed or rehabilitated by them under this contract shall be first class in every aspect and that they will make good on any defects not due to ordinary wear and tear or improper use, which may develop within one year from the date of final acceptance of all equipment. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of the extent and period provided by law and upon written notice they shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom.
- The same guarantee shall be applicable to the total job in the event equipment is reused or modified.
- The one year guarantee, as outlined above, for all elevators shall start from the date of final acceptance of the complete job by the Owner and State of Georgia Elevator Inspector.

DRAWINGS AND DIAGRAMS

- The Contractor shall submit four copies of all drawings and details to the Owners Representative for approval. One copy shall be returned to the elevator contractor by the Owners Representative marked APPROVED, APPROVED AS NOTED, SUBMIT SPECIFIC ITEM, or REVISE, AND RESUBMIT. Drawings marked APPROVED AS NOTED, REJECTED, or REVISE AND RESUBMIT shall be resubmitted for approval no later than 10 working days after the drawings are returned to the contractor.
- At the conclusion of the job, a final set of drawings shall be submitted incorporating all changes which have been made.

- The three complete sets of AS INSTALLED straight-line wiring diagrams. (One set of diagrams shall be reproducible master).
- Two complete lubrication charts listing the types of lubricants recommended by the manufacturer of the equipment and the frequency of such lubrication.
- Two complete parts catalogs for all replaceable parts of the equipment installed.
- Copies of all approved or approved as noted shop drawings shall be retained at the site.

KEYS

Six sets of keys to operate all keyed switches and locks shall be furnished upon completion. Keys shall be properly tagged. All keying shall be arranged with the Owners and or their Representatives.

TOOLS

Any special tools required in the normal maintenance of the equipment installed shall be supplied to the owner by the contractor as part of the specification and installation. The tools shall become the property of the Owner.

PROJECT COMPLETION

The project completion date submitted is extremely important to the award of the project. Should, during the installation, the Owners Representative, at their sole discretion, believe the contractor is failing to maintain a schedule of work which will meet the completion date, the contractor shall, at no cost to the owners, supply whatever manpower or additional time as required completing the project as originally submitted.

REMOVAL OF EXISTING EQUIPMENT

All existing elevator equipment which is not used in the new installation shall be removed by the Contractor prior to the new equipment installation. All equipment that is not to be retained by the Owner shall become the property of the Contractor and shall be removed, by the Contractor from the premises. The unused material shall be removed as the work progresses as to keep the site clear of debris.

END OF SECTION

OUTLINE DATA

NUMBER & TYPE	Two (2) overhead geared traction
CAPACITY	Present shall be retained
SPEED	Present shall be retained. (Original Design Speed)
MACHINE	New as specified
MOTOR	New AC hoist motor
STOPS/OPENINGS	Present shall be retained
CONTROL	New nonproprietary microprocessor with VVVF AC Motor Drive
OPERATION	Group Operation
DOOR EQUIPMENT	New as specified
CAR PLATFORM	Retain and refurbish as specified
CAR ENCLOSURE	New interior wall panels, ceilings and flooring
SIGNAL FIXTURES	New as specified
COUNTERWEIGHT	Retain and refurbish as specified
CAR FRAME	Retain and refurbish as specified
CAR SAFETY	Retain and refurbish as specified
GUIDE RAILS	Retain and refurbish as specified
BUFFERS	Retain and refurbish as specified
WIRING	New as specified
GOVERNOR	New as specified
ROLLER GUIDES	New as specified
CABLES	New as specified
ENTRANCES	Refurbish as specified
POWER SUPPLY	The new equipment will be arranged for the present power supply

NEW MACHINE

The machine shall be of the overhead geared traction type with motor, brake and traction drive sheave completely mounted on a continuous bed plate and set on steel beams. Sound isolation pads shall be installed beneath the machine bed plate to reduce vibration and noise transmission to the building. New hoist cables shall be installed. A new brake switch shall be furnished and installed. The wiring to the hoist motor shall be in ridged conduit and be securely fastened. The machine and motor shall be adjusted for smooth quiet operation.

New secondary deflector sheave shall be furnished and installed.

Provide up direction safety per code requirements.

Note: Include all cost of hoisting and cutting and patching of machine room walls if required.

HOIST MOTOR: QUALIFIED MANUFACTURER-IMPERIAL OR APPROVED EQUAL

The Contractor shall furnish and install a new AC Motor compatible with the new machine which maintains the operating characteristics of the existing elevators.

The motor control will be fully digital, micro-processor based, A.C. Servo with direct drive. It shall employ an optical digital encoder to provide feedback from the variable speed A.C. hoist motor. Acceleration and deceleration are accurately controlled at all times resulting in smooth and step less operation. The static portion of the system shall be a network of solid state devices that are used in controlling motor speed.

The elevator motor will operate as a three phase induction motor with good variable speed characteristics. The motor will provide full torque at zero speed.

UP-DIRECTION SAFETY

The Contractor shall furnish and install an up direction safety device for code compliance. Include all components and wiring for un-intended car movement. The safety shall be securely mounted to the building structure. On completion the safety shall be tested for proper operation.

POWER CONVERTER SUCCESSIVE STARTING

When both power converters in a group are shut down due to lack of demand, only a single converter shall be allowed to start up at any given time.

AUTOMATIC SELF LEVELING

The elevator shall be provided with automatic self-leveling that shall bring the elevator car level with the floor landings, typically within $+1/8"$, and no more than $+1/4"$ regardless of load or direction travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

CONTROLLER VVVF AC

A microprocessor-based closed loop control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading, contain line spike protection and operate through line voltage reduction of up to 10%. The system shall also perform group operational control.

The system shall be specifically designed to meet the particular needs of modernizing traction elevators. The system shall be a network of microprocessor control units and solid state performance measurement devices and shall be fully digital. The system shall be integrated by communications over serial links and discrete wiring. Measurement transducers shall constantly monitor the performance of every controlled elevator function. The control units shall evaluate this performance data and automatically adjust performance as necessary, so as to correct any deviations within milliseconds. The system response software dispatches elevators based upon real time response to actual demands on the elevator group. The software shall be designed to maintain optimum elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microprocessor system shall be designed to accept reprogramming with minimum system down time.

A microprocessor based control system will be provided to perform all of the functions of safe elevator motor control. This will include all of the hardware required to connect, transfer and interrupt power and protect the motor against overloading. The system will also perform car and group operational control.

CONTROLLER VVVF AC

The controller will be fully digital, micro-processor based, A.C. Servo with direct drive. It employs optical digital encoder for feedback from the variable speed A.C. hoist motor. Acceleration and deceleration are accurately controlled at all times resulting in smooth and step-less operation. The static portion of the system is a network of solid state devices that are used in controlling motor speed.

An isolation transformer shall be furnished and installed on each elevator. The cabinets shall have bi-parting doors.

Provide Surge Protection and automatic re-set feature in the event of a temporary power interruption.

LANDING SYSTEM

The new hoist way landing system shall be designed to provide the controller with the precise information as to the absolute position of the car in the hoist way. With the car at the landing, the landing system shall indicate to the controller the actual floor number, so that no movement to terminal landings or specific floors shall be necessary to establish car location within the building.

Car position shall be obtained by utilizing a wheel mounted encoder or stainless steel tape with a car mounted reader.

QUALIFIED CONTROL SYSTEMS: MCE OR GALAXY BY GAL

MCE and GAL are the qualified manufacturers of the control system to be installed.

OPERATION-GROUP

The elevators will operate as a group.

OPERATION

The controller shall have field programmable inputs/outputs to activate different functions based on the customer needs. These functions shall include but not be limited to Fire Phase I Return Complete Signal, Fire Phase II Output Signal, Hall Call Reject Signal, Emergency Power Return, Fire Phase I Bypass Input, Fire Phase II Call Cancel Input, Fire Phase II Hold Input, and parking floor.

INDEPENDENT SERVICE

A switch shall be provided in each car operating panel which, when actuated, shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. When on independent service a jewel light in the hall push button stations ("Out of Service") shall illuminate to indicate that the car is out of service.

EMERGENCY DISPATCH

In case of a malfunction of the group system communication network, the computers operating the individual car computers shall detect the malfunction and provide emergency dispatching of all in-service cars.

OUT OF SERVICE

The system shall automatically remove any car from the group operation if the car is delayed from responding to its demand within a field adjustable time period. The system shall automatically restore any car back to system operation when the reason for the delay has been corrected.

LOADED CAR DISPATCH

All waiting time shall be removed from the main lobby dispatching interval when a car becomes loaded to a predetermined adjustable level (set to 60%).

LOADED CAR BY-PASS

An elevator filled to sixty percent 60% of rated capacity shall by pass hall calls.

FIREMAN'S EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest revision of the ANSI/ASME A17.1 and all local codes. Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a key switch provided in a lobby fixture. The smoke detector system is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A key switch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service. If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated.

The car operating panel and the lobby floor push button station plate shall contain engraved signs to indicate the proper operation of Phase I and II.

If required, the elevator contractor shall assist in modifications to the fire alarm by pulling wiring up the hoist way to the machine room in a conduit or wire trough and stubbing the wiring out into the landing at each floor.

COMMUNICATIONS

The Contractor shall furnish and install an auto dial communications system. The system shall be capable of hands free operation. The system shall have a visual signal to inform the passenger that communications has been requested and when communications is open in the new car operations panel. It shall be mounted in the new car operation panel with only the call button and acknowledgement signals visible. The speaker grille shall be incorporated into the new panel.

The contractor shall assist in the installation of the telephone lines by pulling wire up the hoist way in the wire trough to the machine room. Wirings shall be terminated outside of the elevator hoist way at a floor convenient for the installation to the building telephone terminals and clearly labeled. Final wire installation shall be performed by the telephone installation company.

The phone shall be programmed to call the Contractors emergency dispatch center at no additional cost to the Owner.

INSPECTION OPERATION

A new top of the car operating fixture toggle switch shall make the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable. The new top of car operating station shall have all features required by code.

ANTI-NUISANCE

An anti-nuisance feature shall be provided which will reset car buttons and require re-registration if an excessive number of calls are registered for the measured load.

QUALIFIED FIXTURE MANUFACTURER

The qualified fixture manufacturers are EPCO, Monitor Controls and Innovation Industries. The car operating panel and hall push button stations at all floors shall be Vandal Resistant. The car direction indicators shall be the Vandal Resistant. The hall push buttons shall be Vandal Resistant and surface mounted at all floors. All fixture illumination shall be by means of LED lighting. Include fire evacuation engraving in the hall push-button fixture face plates or a separate plate as selected by the Owner. Key operated switches that are keyed to the building master key system or used for floor lock out shall be provided. Blank or engraved plates necessary to cover old fixture cut outs shall be provided and engraved if required by the Owner or Owners Representative.

Hall fixture face plates shall be properly sized to minimize decorating around the fixtures. Contractor shall be responsible for all fixture dimensions, cutting and patching and code compliance.

All fixtures are to be satin finish stainless steel.

Hall push buttons are to be stainless steel surrounded by a halo call acknowledgement light.

APPLIED CAR OPERATING PANEL

A new applied car operating panel shall be furnished and installed. It shall contain a bank of mechanical vandal resistant stainless steel buttons surrounded by a LED halo. The floor marking shall correspond to the landings served.

Furnish and install an emergency call button, digital read out car position indicator, a key operated stop switch, door open and door close buttons, emergency light and test key switch, auto dial communications system, independent key switch, light and fan switches, door hold button, keyed lock out for the 9th floor only and certificate frame.

Engrave the international no smoking symbol and words, car number, and engraving for all key devices.

Provide a locked compartment for fire service devices for code compliance.

The panel shall conform to all ADA and handicap requirements including Braille and floor numeral markings and code required height for all devices.

The certificate frame shall be sized to fit the State of Georgia elevator certificate and be incorporated into the bottom of the car operating panel.

AUDIBLE SIGNAL

An audible signal (chime) shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

HANDICAPPED MARKINGS

Raised markings shall be furnished for the jamb tags affixed to the landing door frames in compliance with the latest revision of the ANSI 117.1, Federal, State and Local Handicapped Requirements including the American with Disabilities Act of 1990.

CAR POSITION INDICATOR

A new digital read out type car position indicator shall be furnished and installed in the car operating panel. The size of the read out shall be as approved by the Owner or Owners Representative.

IN CAR DIRECTION LANTERNS

One new in car direction lantern (Vandal Resistant) which is visible from the corridor Hall Station shall be mounted in the car entrance jamb. When the car stops and the doors are opening, the lanterns shall indicate the direction in which the car is to travel. A chime shall also be furnished on the car which will sound once for "UP" and twice for "DOWN" as the doors are opening.

VOICE ANNUNCIATOR

A voice annunciated system (woman's voice) shall also be furnished on the car which shall announce the "UP" and "Down" and floor designations as the doors are opening.

EMERGENCY CAR LIGHTING

A new battery operated code compliant emergency car light shall be installed in the car operating panel. The battery shall be charged by means of a continuous 110 volt power supply. If power fails cab illumination shall be provided for a minimum of four hours. A key operated test key switch shall be incorporated into the car operating panel.

COMBINATION CAR POSITION INDICATOR/HALL LANTERN

At the lobby floor furnish and install two new combination digital hall lantern car position indicators. Provide two lantern arrows which will illuminate in advance of the car arrival. Provide a digital read out car position indicator. The read out size shall be as approved by the Owner and Owners Representative. Include the cost of all cutting and patching.

HALL BUTTONS

Furnish and install new surface mounted Vandal Resistant hall button stations which comply with all the Federal, State and Local Code requirements, including the Americans with Disabilities Act of 1990. Provide halo illuminating Vandal Resistant buttons with LED type lighting as selected by the owner. An up and down button shall be provided at each intermediate landing and a single button at each terminal landing. When a call is registered by momentary pressure on the button that button shall become illuminated and remain illuminated until the call is answered.

Fire emergency evacuation engraving shall be provided in each fixture above the hall station as approved by the Owner.

For the Lobby Hall Button Station Only-The lobby floor fixture shall be surface mounted as outlined above. Furnish and install Phase I fire service switch with instructions engraved and code required audio visual jewel light for phone line interruption and additional engraving if required. Face plates shall be sized to minimize redecorating around the fixtures face plates.

Furnish and install a digital read out position indicator in all hall buttons at all floors above the lobby.

DOOR HOLD BUTTON

Furnish and install a door hold button in the car operating panel. When activated, the door shall remain open for an adjustable period of time. The timer shall be adjustable from 0 to 30 seconds and initially set to 15 seconds. Activation of a floor button or the door close button shall eliminate the time and close the door.

FIRE CONTROL PANEL

Furnish and install a separate fire control panel containing all code required features. Include digital read out position indicators for each elevator, communication phone, code required key switches and jewel lights, and emergency power devices. The fixture shall be fully compliant with current code. The panel shall be located as required by code.

HOIST WAY OPERATING DEVICES

New normal terminal stopping devices shall be provided to slow down and stop the car automatically at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

CAR AND COUNTERWEIGHT ROLLER GUIDES

New ELSCO roller guide shoes shall be furnished and installed. The car guides shall be Model "B" and the counterweight shall be Model "D". Adapter plates shall be supplied if necessary. The guide shoes shall be properly aligned to the guide rails for smooth quiet operation. Adapter plates shall be field painted.

COUNTERWEIGHT

The existing counterweight shall be carefully examined. Repairs or replacement for quiet operation shall be performed. Include all cost for properly re-balancing elevators.

COMPENSATION

Install new Whisper flex cable.

CAR FRAME AND SAFETY

The existing safety device, which is designed to stop the car in case it should attain excessive descending speed, will be retained, tested and overhauled as required. Parts that are rusted shall be painted with the highest quality rust inhibitor paint providing that they do not impede proper safety application.

GOVERNOR

A new over speed governor shall be furnished and installed including a pit tension sheave and cable on each elevator. The pit tension sheave shall be field painted with the highest quality rust inhibitor paint. The governor shall be calibrated, test for proper testing speed and sealed.

BUFFERS

The buffers shall be retained, wire brushed clean of any rust, checked for proper operation, repaired as necessary, piston blued, tested, test tag affixed, rust removed and painted with the highest quality rust inhibitor paint.

Remove rust and field paint the buffer channels with two coats of rust inhibitor paint. Remove rust and paint the counterweight guard.

PLATFORM AND SOUND ISOLATION

The platform will rest on new rubber pads which are supported by an auxiliary steel frame fastened to the car frame. This arrangement forms an isolating cushion between the car and steel car frame.

Secure and modify as required fire proofing to the bottom of the platform for code compliance.

ROPES

New hoist cables shall be furnished and installed on each elevator. New governor cables shall be furnished and installed on each elevator. Hoist cable spin out restrictors and shackle springs on the car and counterweight shall be provided. Cable tags shall be affixed to the cables. Hoist cable tension shall be checked and properly equalized. The contractor shall be responsible to shorten the hoist cables as necessary.

DOOR OPERATORS: QUALIFIED MANUFACTURER GAL OR APPROVED EQUAL

The contractor shall furnish and install a new GAL MOVFR closed loop door operator including a new clutch, and door contact on each elevator. The doors on the car and at the hoistway entrances shall be power operated by means of an operator mounted on top of the car. The motor shall be at least 1/3 HP and have positive control over door movement for smooth quiet operation.

Door operation shall be automatic at each landing with opening being initiated as the car arrives at the landing and closing taking place upon expiration of a predetermined adjustable time interval. Doors shall remain open for a time period sufficient to meet ANSI A17.1, ADA and State and Local Handicap Requirements. Door close shall start after a minimum time, consistent with ANSI A17.1, ADA and State and Local Handicap requirements, from notification that a car is answering a hall call. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls. A car door electric contact shall prevent starting the elevator away from the landing unless the car door is closed.

The operator shall employ closed loop feedback and a torque limiting drive in order to insure safe operation. A digital feedback tachometer directly coupled to the motor shall be employed. Speed shall be continuously monitored by the tachometer checking actual speed to desired speed to ensure that desired speed is maintained for smooth and quiet operation. If an obstruction is detected during closing cycle, a door reversal will occur. The obstruction force shall be adjustable and limited to code requirements. Speed zones for closing and opening shall be adjustable. The door operator shall be fully code compliant.

All car and hoist way door surfaces shall be reinforced for the door opening assemblies. All operating levers shall be constructed of heavy steel members. All brackets and other supports required to support door operating mechanism shall be furnished and installed.

CAR DOOR PROTECTIVE DEVICE: TRI-TRONIC OR APPROVED EQUAL

A new proximity type infra-red car door protective device having the following operation shall be furnished and installed. When in their full position, the doors shall be unable to initiate closing if a person comes within the detection zone. The detection zone moves with the doors, so that if a person or object enters the zone after the doors have begun to close, the doors shall stop, then reverse to open. The doors shall re-close after a brief time. A passenger entering or leaving the cars shall not cause the doors to reopen unless the doors reach a predetermined proximity to the passenger. After a stop is made, the doors shall remain open for a time to permit passenger transfer, after which they shall close automatically. This time interval shall be less for a car call than for a hall call or a coincident car/hall call.

The new detector edge shall be fully compliant with all prevailing codes. The car top control and all wiring shall be properly secured.

HOIST WAY DOOR PANELS-FRAMES

Doors:

Remove the present hoist way door panels. Furnish and install new code compliant fire rated hoist way doors on each opening. Door finish shall be satin finish stainless steel at all floors.

Furnish and install two new door gibes and fire tabs on each door panel. Furnish and install new hanger rollers on each door panel. Provide emergency key holes with escutcheon tubes in each door panel. Replace any missing or damaged door bumpers. Field paint the back and edge of the new door panels.

Frames:

At the first floor clad the door frames in new satin stainless steel. At all upper floors retain the door frames to existing color.

New code compliant hoist way braille tags shall be affixed to each door frame.

CAR DOOR/HANGER/TRACKS/GUIDES/BUMPERS

Furnish and install new car door hangers, galvanized track and gate switch. Two new car door guides (Gibbs) shall be installed on each door. The car door shall be adjusted for proper clearances and smooth quiet operation. Provide two new bumpers.

HOIST WAY ENTRANCE TRACKS/HANGERS/GUIDES/BUMPERS

Remove the existing door tracks. Furnish and install new (GAL) galvanized door tracks. The tracks and headers shall be cleaned of all rust and painted. Furnish and install new hoist way door hanger rollers on each hoist way door. Furnish and install two new door guides and fire tabs on each door panel. Furnish and install new door bumpers on each door opening.

HOIST WAY DOOR INTERLOCKS

Furnish and install new interlocks (GAL) interlock pick up rollers and interlock breaker bar assemblies. These approved positive interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Interlock assemblies shall be pinned when adjustment is completed which shall prevent the interlock or any of its components from moving out of adjustment. Emergency access to the hoist way as required by governing codes shall be provided. If required, plug existing key holes with approved plugs and install new emergency key holes and escutcheon tubes.

HOIST WAY ENTRANCES CLOSURES

New spirator closure devices shall be furnished on each door. The closure device shall be properly adjusted to insure full closing of the door when the car is not at the floor.

DUST COVERS-FASCIA-HEADERS-STRUTS

Retain existing. Remove rust and paint with rust inhibitor paint.

HOIST WAY WALL/DOOR MARKINGS

Remove rust from the back of each hoist way door. Paint each door with rust inhibitor paint. Apply code compliant floor decals/or painted markings on each door panel.

CAB UPGRADING

The Contractors include in the base bid price the following upgrading:

- Clad the front return, entrance columns panel and transom in new satin finish stainless steel
- Modify the front return panel and transom to eliminate any projected transom. Transom and front return are to be in the same plain.
- Furnish and install new cab doors. Finish is to be satin finish stainless steel
- Furnish and install new two speed exhaust fan
- Furnish and install one new rear stainless steel handrail
- Furnish and install two sets of full protection pads and pad studs.

CAB REMODELING

The contractor shall include in the base bid a new elevator cab interior for each elevator cab including:

- New mica coverings with stainless steel #4 reveals for side and rear walls.
- Removable stainless steel LED "down light" panels for ceiling.

The elevator contractor shall include in their bid all mandated filing for this work, coordination and scheduling during the modernization of the elevator system, removal and reinstallation of doors and appurtenances, furnishing and installing all operating and safety equipment, re-balancing and static balancing of the elevator system, wiring, cutouts, and other cab associated apparatus that may be designated or required by codes and laws. The material and cab shall be compliant with all code requirements.

The contractor shall provide the owner all assistance necessary (including providing samples if necessary) in obtaining a cab design. Cab detail drawing shall be furnished to the owners for approval prior to fabrication. The cab remodeling may be performed during or immediately after the completion of the elevator modernization.

The owner reserves the right to remove the elevator cab remodeling portion from the elevator contract. This does not relieve the contractor of the obligation to properly coordinate and assist with other work that may be required including rebalancing of the elevator cabs.

FLOORING

Remove the present cab flooring. Furnish and install new cab flooring (including subflooring only if necessary) of either granite or porcelain tile. Provide the Owner all assistance necessary in selecting the new floor material. Submit samples as may be required. Flooring is to be flush with the cab sill.

CAB SILL

Furnish and install new extruded aluminum cab sill.

The new flooring is to be set flush with the cab sill.

PIT SWITCH

A new emergency stop switch shall be located in the pit accessible from the pit access door.

SMOKE VENTS

Retain existing vents. Modify as required for code compliance. Replace missing vent hoods. Vents are to include both an insect and bird screens.

Coordinate with Fire Alarm Contractor and install all wiring that may be required for property operation.

PIT LADDER

If required for code compliance, furnish and install new pit ladders. Pit access shall be modified as required to conform to all codes and rules.

CLEANING AND PAINTING

The machine room floor and all retained and new equipment shall receive a final field coat of the highest quality enamel. All pit equipment includes channels, ladders; buffers shall receive two coats of the highest quality rust inhibitor paint. The top of cab and cross head shall be wire brushed clean of all rust and receive two coats of the highest quality enamel.

Remove rust from headers, fascia, and toe guard, back of hoist way doors, bottom of platform and safety and paint with rust inhibitor paint. Field paints the back and sides of the hoist way door panels. New bare metal shall be painted with the highest quality rust inhibitor paint.

All components and the hoist way shall be thoroughly cleaned.

SCREENING

Furnish and install the necessary suitable temporary screening between the elevators, extending the full length of the hoist way. Contractor should include any and all overtime required to perform this task as only one elevator shall be removed from services at a time. Screening shall be removed by the contractor at the completion of the job and removed from the premises.

WIRING

All new machine room and hoist way wiring and electrical interconnections which complies with the governing codes shall be provided. Insulated wiring shall have flame retardant and moisture-proof outer covering, and shall be run in galvanized conduit, tubing or electrical wire-ways.

New traveling cables shall be provided and include 20% spares and four pair of twisted shielded cables. Furnish and install new wiring for security cameras in the pit and on the car top. Clearly label the box "Security Camera Wires".

A new earth ground wire shall be installed from the elevator machine room down the hoist way in a separate conduit. All equipment shall be properly grounded to this new ground wire.

The contractor shall pull wiring for the telephone up the hoist way to the machine room. The wiring shall be terminated outside of the hoist way at floor convenient for the telephone installer to pull to the telephone vault. If required, the contractor shall pull wiring for smoke detectors up the hoist way and stub wiring out at each floor as required by the fire alarm contractor.

Furnish and install new wiring and contacts to the emergency generator transfer switch for proper operation on emergency power.

MAIN LINE DISTRIBUTION SYSTEM

The contractor shall examine and if necessary test the existing electrical main supply components including the wire size, disconnect switches, grounding circuits and any other electrical components required for a reliable elevator operation with the new equipment. If, any modifications, additions and or replacement is required the contractor shall furnish that information with their bid submittal. Failure to do so will make the contractor responsible for the associated cost which may be required to be performed on the main line distribution system to provide a reliable elevator operation or fail to meet required codes and laws.

EQUIPMENT MARKINGS

The main machine, controller, main line disconnect and pit equipment shall be identified and marked by the installation of the building and state identification number. Identification numbers shall be stenciled on the components.

Properly re-number the elevators for code compliance.

ENGINEERING DESIGN

All new material furnished will be specifically designed to operate with the original elevator equipment retained, thus assuring maximum performance.

PERMITS AND INSPECTION

The elevator contractor shall furnish all licenses and permits in accordance with ANSI A17.1 and State and Local Elevator Safety Code. The contractor shall pay for and arrange for and make all inspections and tests required by all code authorities.

CODE AND LAWS

The elevator equipment shall comply with all applicable Federal, State and Local codes and laws including the Americans with Disabilities Act of 1990.

GUARANTEE

The contractor shall guarantee the materials and workmanship of the apparatus furnished under these specifications and will make good any defects not due to ordinary wear and tear or improper use or carelessness which may develop within one (1) year from the completion of the project.

GENERAL

General arrangement drawings covering the elevator machine room equipment layout shall be provided if required by code authorities. No work should commence before these drawings and/or approvals are approved by the owners, code authorities or their agents.

MAINTENANCE

Maintenance will be furnished on the elevator equipment provided for under a separate contract for a period of sixty (60) months commencing on the date of the expiration of the one year warranty maintenance period.

If, for any reason, a mutually agreeable modernization contract cannot be concluded, the Owner reserves the right to select another contractor at no consequence to the Owner.

REMOVAL OF MATERIAL AND HOISTING

The elevator contractor shall take down and remove from the elevator shaft and from the motor room all elevator equipment no longer required by work conducted in this contract. The contractor shall then remove the equipment from the building.

The contractor shall arrange for all hoisting that may be required for the installation and removal of material including permits for cranes if utilized. If new machines are installed the contractor shall arrange for any cutting and patching of the machine room walls that may be necessary.

STORAGE

The contractor shall include the cost for all storage of new material at the site.

ASBESTOS IN HOISTWAY DOORS

The contractor shall perform all door upgrading as to not disturb and make air-borne asbestos in the hoistway doors should asbestos exist. No extra will be allowed if asbestos is in the hoistway door panels. If the contractor has included costs in the bid price for this condition it shall be separately defined with bid clarifications.

PATCHING

The contractor shall include the cost of all patching in the hoist way for code compliance.

ALTERNATE PRICES

The contractors are to provide separate prices for the following work. The work shall be fully code compliant and include the cost of all permits and filing fees and warranty as previously specified herein:

ALTERNATE NUMBER ONE: WORK BY OTHER TRADES

The contractor shall provide a turnkey solution for work by other trades including:

1. Enclose existing elevator machinery space.
2. Install self-closing, self-locking, fire rated machine room door.
3. Install a ship's ladder to access machinery space.
4. Install guarded machine room lighting to meet lighting requirements per Code.
5. Install GFCI protected outlets in machine room.
6. Install drain catch pans under existing non elevator equipment related piping in machinery space.
7. Duct existing HVAC into machinery space.
8. Modify existing fire recall system to meet current Code requirements for fire recall (or install new standalone system)

9. Install a new louvered vent in the hoist way to meet building Code requirements (six square feet of ventilation).
10. Install pit lighting and GFCI outlets in accordance with Code requirements.
11. Provide a suitable ground for the 3 phase electrical service feeding the elevator.

ALTERNATE NUMBER TWO: PERFORMANCE BOND

Contractor shall provide the cost per thousand of contract value to provide a Performance Bond of one hundred percent (100%).

ALTERNATE NUMBER THREE: VANDAL RESISTANT CAB WALLS AND COVE LIGHTING

Contractor to provide Rigidized Stainless Steel Vandal Resistant wall panels for the side and rear walls inside the elevator cab. In addition, Contractor to provide cove lighting on both side walls and recover ceiling with stainless steel #4.

PUNCH LIST

The Owners Representative will inspect each elevator and provide the contractor with a punch list for work not in compliance with the contract and specifications. The Contractor is to inform the Owner and Owners Representative on completion of punch list work. The Owners Representative will perform a re-inspection to insure all work is complete. In the event there is work that is not complete the Owners Representative will inform the Contractor.

Final payment will be withheld until all punch list work is complete. Additionally, prior to receiving final payment the Contractor shall attend a close out meeting with the Owners Representative to provide all required job documentation to the Owner.

PROCEDURE

The modernization of the elevators shall be one at a time. The contractor should allow sufficient overtime in the agreement to perform any work which requires the removal of the elevators. This work shall be performed at the convenience of the Owners.

It is understood and agreed that the contractor shall provide the schedule of installation as part of their submittal which indicates the events which shall occur and length of said events together with a start and completion date on each elevators modernization. Further it is understood the contractor shall supply whatever resources are required as part of this agreement and at no additional cost to the owner to maintain the submitted schedule. The contractor shall not be liable for conditions which are outside their control. Being the primary Contractor the contractor shall work in harmony and coordinate with all other trades.

CORRESPONDENCE WITH RESIDENTS

The contractor will not communicate directly with tenants of the building regarding this project. Any tenants that contact the contractor should be directed to the Town's representative.

SECTION 9
CUTLER BAY TOWN CENTER
ELEVATOR MODERNIZATION AND MAINTENANCE
RFP #13-06

PROPOSAL COST

BASE BID PROPOSAL

Contractor agrees to provide all labor and materials necessary for Modernization of the referenced project as specified herein for the lump sum of:

\$ 286,600 -
Two Hundred Eighty Six Thousand Six Hundred Dollars

PREVENTATIVE MAINTENANCE BID

Contractor agrees to provide all labor and materials necessary for the Preventative Maintenance of the referenced project as specified herein (a separate document attached) for 36 months commencing on the expiration of the one year warranty maintenance period for the Monthly lump sum of:

\$ 760. -
SEVEN HUNDRED SIXTY Dollars Per Month

INTERIM MAINTENANCE PRICING

Pre-Modernization Maintenance

Contractor shall provide all labor and materials necessary to perform preventative maintenance as specified in the preventative maintenance agreement (a separate document attached) during the period prior to the modernization of the elevators for the lump sum of:

\$ 850. -
Eight Hundred Fifty Dollars Per Month

DURING MODERNIZATION MAINTENANCE

Contractor shall provide all the labor and materials necessary to perform preventative maintenance as specified in the preventative maintenance agreement (a separate document attached) during the modernization of the elevators for the lump sum of:

\$ 525 - per car running
\$525 (Five Hundred Twenty Five) Dollars Per Month

POST MODERNIZATION MAINTENANCE

Contractor shall provide all the labor and materials necessary to perform preventative maintenance during the warranty period one year after the final acceptance of the elevators as specified in the preventative maintenance agreement (a separate document attached) for the lump sum of:

\$ 560-
FIVE HUNDRED SIXTY Dollars Per Month

NOTES ON MAINTENANCE:

1. Contractor is to supply parts at the site for the existing elevators during the modernization. Components from the first elevator removed from service are to remain at the site as spares until the modernization is complete.
2. During Modernization Maintenance-Contractor is to charge for service only for elevators in operation until the last elevator is placed back into service at which time Post Modernization Service will commence.
3. Post Modernization Maintenance is to commence the first day of the following month after the last elevator is complete and placed into service.

ALTERNATE NUMBER ONE:

The Contractor shall provide all labor and material to provide Turnkey Solution for Work by Others Trades as specified for the lump sum of:

\$ 61,000-
SIXTY ONE THOUSAND Dollars

ALTERNATE NUMBER TWO:

The Contractor shall provide the cost per thousand of contract value to furnish a Performance Bond for the full value of the Contract:

Cost Per Thousand \$ \$9 per \$1,000.-

ALTERNATE NUMBER THREE:

The contractor shall provide "rigidized" stainless steel panels in lieu of mica wall coverings for side and rear walls of elevator cab. Also install cove lighting on side walls in lieu of "down-light" LED ceiling.

\$ 5,600-
FIVE THOUSAND SIX HUNDRED Dollars

ADDITIONAL INFORMATION

- a) The Contractor shall be substantially completed on the project no later than 18
(Weeks) after the elevator is removed from service.

- b) During the modernization of the elevators all calls for service from the building shall be considered an emergency situation i.e. passenger entrapment, and the service company shall dispatch mechanics immediately at any time and hour seven days per week at no charge to the owner.

- c) Lead time to fabricate and deliver the equipment
from executed contract. 18 (Weeks)

- d) Installation time Elevator Number 1 9 (Weeks)

- e) Installation time Elevator Number 2 9 (Weeks)

- f) Total time required from execution of contract document
to completion of the project 36 (Weeks)

END OF SECTION