

Attachment A

District of Columbia Courts
616 H STREET, N.W.
WASHINGTON, D.C. 20001

**ELEVATOR, ESCALATOR & HANDICAP LIFT
PREVENTIVE MAINTENANCE AND
REPAIR SPECIFICATIONS**

LOCATIONS

515 5TH STREET N.W.
510 4TH STREET N.W.
410 E STREET N.W.
430 E STREET N.W.
449 5TH STREET S.W. PARKING GARAGE
500 INDIANA AVE. MOULTRIE COURTHOUSE

PART 1-GENERAL

1.1 TERMS and CONDITIONS

- A. Unless otherwise distinctly specified, all work shall conform to the requirements of the ASME A17.1 and A17.2 including current addendums and interpretations.

1.2 PERSONNEL REQUIREMENTS

- A. All work shall be performed by certified I.U.E.C. elevator and mechanics supervised by the Contractor. Mechanics must have a minimum of five (5) years experience as a mechanic. Helpers shall be I.U.E.C. certified as opposed to probationary apprentice helpers. The mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of elevators. All personal must have OSHA ten cards.
- B. The Contractor, his mechanics and other personnel shall adhere to District of Columbia Courts safety standards and rules and shall comply with all directives issued in the interest of public safety when so notified by District of Columbia Courts or its Authorized Representative.
- C. It shall be the responsibility of the Contractor to visit all locations to inspect the condition of the equipment, the equipment's field conditions and the condition under which the maintenance of the equipment shall have to be performed.
- D. In order to assure that costly delays are minimized, the Contractor must submit with his bid, contract references where he has performed service similar to that required herein for a period of at least five (5) years. Failure to comply may be cause for bid disqualification.
- E. The Contractor must also maintain an office within 30 miles of the Service Location to be used as a facility for the storage of an adequate inventory of parts and as an operational base for the 24-hour emergency call-back service as set forth in these specifications.

1.3 STAFFING OF THE CONTRACT

- A. A project manager will be assigned to this contract that will be authorized to negotiate with District of Columbia Courts and to direct field personnel as required to execute the contract.
- B. Contractor shall maintain all records necessary to provide and support Agreement services including, fixed plant inventory and maintenance costs.
- C. Contractor shall attend with appropriate staff, any meeting, requested by District of Columbia Courts.

- D. Contractor shall not establish any headquarters points or staging area, nor set up any office or storage trailer on proper District of Columbia Courts ty without the approval of District of Columbia Courts.
- E. The Contractor shall be required to comply with the workforce, route assignment schedule and visual inspection schedules as specified. Any modifications, changes, additions or deletions must be approved, in advance, by District of Columbia Courts.
- F. Repair Maintenance (RM) work may be performed at any time when a unit has been identified as 1) an inoperative unit; 2) a unit that poses the potential for or has sustained damage during operation, 3) a unit that poses the potential for or has inflicted damage to personal property, and 4) a unit that poses the potential for or has inflicted injury to persons.
- G. All travel time costs are to be included in the base bid.
- H. Overtime calls are included in this contract.
- I. The elevator contractor shall provide an elevator mechanic for a minimum of 40 hours per week for providing preventive maintenance tasks. If that mechanic needs to leave the property or goes on vacation another approved mechanic will be provided to the property in order to meet the minimum weekly requirement. All repairs shall be performed by repair team and not the onsite mechanic.

1.4 EMERGENCY SERVICE AND OVERTIME

- A. At all times the Contractor shall provide unlimited emergency service at no additional cost, consisting of a prompt response to emergency requests from District of Columbia Courts or its Authorized Representative for any elevator, escalator or lift which is malfunctioning, inoperative or otherwise appear to constitute a danger to users. Emergency response during the established working hours, Monday through Friday (exclusive of holidays) shall consist of Contractor emergency personnel being dispatched immediately and available from receipt of request from District of Columbia Courts or its Authorized Representative. Emergency response at all other times shall consist of Contractor emergency personnel being dispatched and available onsite to effect necessary repairs within two (2) hours from receipt of request from District of Columbia Courts or its Authorized Representative.
- B. Only Contractor personnel are permitted to effect repair and return the unit to service. The emergency services performed as part of this contract during regular working hours are included without additional charge. In the event such emergency service is rendered after normal working hours, it shall be billed at the applicable rate specified in Section B.2 Contract Price of this solicitation.

- C. It shall be the responsibility of the Contractor to substantiate any services which is deemed to be beyond the control of the Contractor. All such services which are charged to District of Columbia Courts must show a date and time-when the service was rendered on a mechanic's time ticket and such tickets must be signed and submitted to District of Columbia Courts upon the completion of the work in order for the service to be honored.
- D. Following emergency work for which the Contractor considers he is not responsible for under the terms of this contract the Contractor shall request an Extra Work Order (EWO) from District of Columbia Courts or its Authorized Representative. The mechanic's signed time ticket shall be attached to the invoice.
- E. Emergency service shall be performed any time as dictated by the nature of the emergency and work shall proceed continuously, parts availability permitting, until the elevator is restored to service.

1.5 TERMINATION FOR CONVENIENCE

- A. District of Columbia Courts may terminate this contract, in whole or in part, at any time by written notice to the Contractor. Written notice shall be transmitted to the Contractor thirty (30) or more days prior to the date of termination in such notice. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.
- B. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to District of Columbia Courts, the Contractor will account for the same, and dispose of it in the manner District of Columbia Courts directs.

1.6 REPORTS AND COURT APPEARANCES

- A. The Contractor shall maintain a weekly report of its inspection and work performed on the elevators, escalators and lifts. Copies of said reports shall be forwarded to District of Columbia Courts Building Operations Manager on a weekly basis.
- B. For any work or inspection performed, whether requested by District of Columbia Courts or for preventive maintenance, the report shall contain the following information:
 - 1. Incident Date and Incident Number
 - 2. The location of the equipment.
 - 3. Date and time of starting and finishing the work.
 - 4. The condition discovered by the inspection.
 - 5. Materials Used: a complete description of major component(s) repaired or replaced.
 - 6. Indicate if the incident reported was the result of vandalism.
 - 7. The identification number and/or name of the workman who performed

- the inspection and/or repair.
8. A monthly report summarizing maintenance on each elevator.
 9. A monthly preventive maintenance plan is to be submitted at the beginning of each month.
 10. A master log book shall be kept onsite at 500 Indiana Ave at the engineering office. All personal including resident mechanic, repair teams or elevator contractor management must sign in this book. A detailed explanation of the work or reason for visit must be entered including entering and exiting times.
- C. Accident and Safety Reports and Investigations
1. In the event of any accident involving Service Equipment, damage to Service Property, passenger or employee accident, grade crossing accident, emergency or other non-routine event, Contractor shall immediately notify District of Columbia Courts or its Authorized Representative. Contractor shall prepare all reports of such incidents as required by District of Columbia Courts. Contractor shall provide copies of such reports to District of Columbia Courts within twenty four (24) hours after the accident or other event involved. Contractor shall comply with all applicable laws and regulations in the case of any accident.
 2. In the event of any accident described in paragraph 1.12.C.1. Contractor shall conduct any investigation to determine the cause of such accident. The investigation shall be carried out in accordance with Contractor's existing procedures.
- D. The Contractor shall furnish District of Columbia Courts with reports of any accident of which the Contractor has knowledge, which equipment the accident occurs on or is in any way referable to the equipment. In the event of an accident, the Contractor will furnish a report containing statements as to the condition of the machine, repairs made at the time, and such other information as may be required by District of Columbia Courts.
- E. If and when required by District of Columbia Courts, the Contractor shall provide assistance in preparation for an appearance in any litigation concerning the work on behalf of District of Columbia Courts. District of Columbia Courts shall compensate the Contractor or the employee for his expense and for time away from his work at the normal rate of compensation.

1.7 ASSIGNING OF SUBCONTRACTING

- A. The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or its right title, or interest therein without written consent of District of Columbia Courts. In any case, neither subcontract nor transfer of Contract shall release the Contractor of his liability under the Contract.
- B. Any consent to sublet any part of the work shall not be construed to be an

approval of the said subcontract or any of its terms, but shall operate only as an approval of the making of a subcontract between the Contractor and subcontractor. The subcontractor shall look only to the Contractor for the payment of any claims of any nature whatsoever arising out of said subcontract, and said subcontractor agrees as a condition of granting by District of Columbia Courts the consent to the making of subcontract, that he shall make no claim whatsoever against District of Columbia Courts, its members, or agents, for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the subcontractor by the subcontract.

- C. A subcontractor will be recognized only in the capacity of an employee or agent of the Contractor.
- D. The Contractor shall direct the attention of his subcontractors to the requirements of all federal, state and municipal laws, ordinances, rules and regulations as they may apply.

1.8 PATENTED DEVICES, MATERIALS AND PROCESSES

- A. Whenever the Contractor desires to use any design, device, material or process covered by letters of patent or copyright, the right to such use shall be secured by suitable legal agreement with the patentee or Courts of Columbia Courts. The Article shall not be construed as imposing any obligation on District of Columbia Courts to see that such agreements are secured or filed or complied with. The Contractor shall be solely responsible for the use of any such design, device, material or process.

1.9 PERSONAL LIABILITY OF DISTRICT OF COLUMBIA COURTS OFFICIALS

- A. In carrying out any of the provisions of the Contract, or in exercising any power or District of Columbia Courts granted to them or within the scope of the Contract there shall be no liability upon District of Columbia Courts, or their authorized representatives, either personally or as officials of District of Columbia Courts, it being understood that in all such matters they act solely as agents and representatives of District of Columbia Courts.

1.10 CONFLICT OF INTEREST

- A. It is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of District of Columbia Courts in connection with the award or performance of this Contract. It is further understood and agreed that no employment will be made to, and no renting, leasing or purchasing of equipment, supplies, or materials will be arranged or made with or through, any employee, agent or officer of District of Columbia Courts by the Contractor.

1.11 INSURANCE REQUIREMENTS

- A. Before commencing work on District of Columbia Courts premises the Contractor shall, at its sole cost and expense, secure and keep in force the insurance policies and the related coverage specified under this paragraph from an insurance carrier with an AM Best Rating of not less than A.
1. Workers Compensation- (statutory limits as are provided for by the applicable laws of the State where the work is to be performed) and Employer's Liability insurance in the amount not less than \$500,000 per accident, \$500,000 each employee (disease) and \$500,000 policy limit (disease).
 2. Commercial General Liability Insurance- (including XCU Hazard, Products/Completed Operations, Blanket Broad Form Contractual Liability, Independent Contractor's, Broad Form Property Damage and Personal Injury) in an amount not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and \$2,000,000 in the aggregate.
 3. Commercial Automobile Liability Insurance- in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 4. Courts of Columbia Courts' and Contractor's Protective Liability Insurance- a separate policy naming District of Columbia Courts as the insured in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. The up to date version of coverage form CG 00 09 promulgated by Insurance Service Office, Inc. with normal and customary endorsements. This policy shall contain a provision whereby the coverage afforded shall be primary and will not seek contribution from any other insurance available to District of Columbia Courts unless the other insurance is provided to District of Columbia Courts by a different Contractor for essentially the same work at the specified location. For the insurance specified in paragraphs 1 through 3 above, the Contractor shall furnish a Certificate of Insurance on the ACORD certificate form. For the insurance specified herein, the Contractor shall furnish the original policy to District of Columbia Courts or at its option; District of Columbia Courts designated Agent. All such certificates and policies shall include a provision whereby District of Columbia Courts will be given thirty (30) days advance written notice of the insurer's intention to cancel or materially change the policies specified herein.
- B. The Contractor warrants that it is fully covered by valid and binding policies of insurance insuring the Contractor and District of Columbia Courts against Workman's Compensation, Occupational Diseases/Disability Claims and Judgment, and the copies of such policies sufficient to protect District of Columbia Courts interest (in the opinion of District of Columbia Courts Counsel will be delivered to District of Columbia Courts at least two (2) full business days before any work whatsoever is to commence.

- C. The Contractor acknowledges executing a Waiver of Liens contemporaneously herewith, and authorizes its filing in the appropriate office for filing of such documents. THE CONTRACTOR WARRANTS AND ASSERTS THAT NO WORK HAS BEEN DONE NOR ANY MATERIAL SUPPLIED TO DISTRICT OF COLUMBIA COURTS. PRIOR TO THE EXECUTION OF SAID WAIVER OF LIENS.
- D. No work shall be performed nor materials supplied or both, nor shall any obligation be incurred by District of Columbia Courts (nor any charge for extras) unless and until such is agreed to in writing executed by District of Columbia Courts. No person, firm or corporation (except the Contractor and District of Columbia Courts) shall have the power or authority to alter or amend this Agreement and then only in writing.
- E. The Contractor warrants that this Agreement will not breach any collective bargaining agreements of the parties.
- F. All disputes or disagreements shall be resolved by District of Columbia Courts or its designated successor.

PART 2 - MAINTENANCE SCOPE OF WORK

EQUIPMENT INVENTORY

Thirty-three (33) Elevators: Geared, Gearless and Hydraulic

Ten (10) Escalators

Seven (7) Handicap Lifts

See complete list at exhibit 1

2.1 DESCRIPTION OF MAINTENANCE SERVICES

- A. Every week, the Contractor shall examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and all other mechanical or electrical equipment. This list is not meant to be all-inclusive but to act as an outline for the type of work covered under this agreement.
 - 1. ELEVATORS – GEARLESS, GEARED, HYDRAULIC
 - (a) Gearless/Geared Machines: All bearings, drive sheaves, deflector sheaves and other machine components.
 - (b) Brake pulley, brake coil, brake pins, brake contacts, linings and other brake components.
 - (c) Motor windings, rotating elements, commutators, brushes, brush holders, bearings and field coils.
 - (d) Controller equipment: All components including all microprocessor components 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, magnets and inductors.
- (e) Governors: Including governor sheave, shaft assembly gears, bearing contacts, jaws and pit tension assembly.
- (f) Sheaves: Including defector, secondary, compensating sheaves, shafts, bearings, grease retainers, compensation sheave frame, contacts and hold down devices.
- (g) Hoistway door interlocks or locks and contacts, hoistway door hangers, tracks, bottom door gibs, cams, rollers and auxiliary door closing devices for power operated doors.
- (h) Selector: all components including switches, selector drive tape, wire or cable, and all other mechanical and electrical drive components.
- (i) Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- (j) Tanks, pumping units, plungers, relief and pressure valves.
- (k) Guide shoes including rollers or replaceable gibs.
- (l) Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts.
- (m) Elevator control wiring in hoistway and machine room.
- (n) Hoist cables, governor cables, compensating cables and compensating chains, including adjustment of tension on all cables.
- (o) Car safety mechanism and load weighing equipment.
- (p) Car and counterweight buffers.
- (q) Fixture contacts, push button, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators, traffic director stations.
- (r) In each car, the ADA handicapped telephone.
- (s) Examine regularly and systematically all safety devices. Conduct normal operating inspections.
- (t) All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.

B. Contractor shall provide twenty-four (24) hours, seven (7) days per week elevator maintenance/repair services at a no-additional cost to the DC Courts for the following elevators only:

- (a) Passenger entrapments
- (b) Elevator group control system malfunctions
- (c) Two (2) or more elevators out of service in any elevator group at 410 E St. NW
- (d) Moultrie Courthouse: Judges Elevators Nos. 5,8, and 12
- (e) Moultrie Courthouse: Jail Elevators Nos. 9, 10, and 11
- (f) Moultrie Courthouse: Freight Elevator No. 7
- (g) COA – 430 E St. Elevator No. 5 & 6

2. ESCALATORS

- (a) Handrails, handrail drive units, track, guard brushes and
- (b) Drive motors, gear reducers, stub shafts, sprocket bearings, drive chains, step chains and brake assemblies.
- (c) Rack sections & bushings, step axles, axle rollers and side rollers.
- (d) Step assemblies including treads, risers, demarcation strips and rollers.
- (e) Controllers: All components including relays, electronic components, contacts, solid state components, resistors, condensers, transformers, leads, mechanical and electrical timing devices along with any and all computer devices.
- (f) All safety device assemblies.
- (g) Combplates
- (h) Balustrade and demarcation lighting.
- (i) Balustrade and skirt panels. All floor plate assemblies.
- (j) Conduct annual clean downs of the entire system
- (k) All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.

3. HANDICAP AND PLATFORM LIFTS

- (a) Brake and brake components.
- (b) Motor windings, rotating elements.
- (c) Controller equipment: All components including all microprocessor components 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, magnets and inductors.
- (d) Sheaves: Including shafts, bearings, grease retainers, contacts and hold down devices.
- (e) Access door interlocks or locks and contacts and auxiliary door closing devices for power operated doors.
- (f) Selector: all components including switches, selector drive tape, wire or cable, and all other mechanical and electrical drive components.
- (g) Limit switches, slowdown switches, leveling switches and associated cams and vanes.
- (h) Tanks, pumping units, seals, hoses, tubing, control valves and hand pumps.
- (i) Hydraulic lift cylinders and piston assemblies.
- (j) Screw drive shafts.
- (k) Guide shoes including rollers or replaceable gibs.
- (l) Automatic power operated door operators, door protective devices, door contacts.
- (m) Platform assemblies, platform ramps, threshold plates.
- (n) Platform closers arms, control motors, bushings and pins.
- (o) Lift control wiring.
- (p) Hoist cables, including adjustment of tension on all cables.

- (q) Car safety mechanisms.
 - (r) Seatbelt or harnesses.
 - (s) Fixture contacts, push button, key switches and locks and lamps and sockets of button stations (car and hall), control pendants.
 - (t) Examine regularly and systematically all safety devices.
Conduct normal operating inspections.
 - (u) All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.
- B. The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated with lubricant as recommended by the manufacturer of car safety when sliding guides are used. Renew guide shoe rollers and gibs as required to insure smooth and satisfactory operation.
- C. The Contractor shall also examine, and make necessary adjustments or repair to the following accessory equipment including re-lamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers, safety edges.
- D. All replacement parts shall be new and specifically designed for the equipment on which they are to be used. **All old parts must be returned to District of Columbia Courts upon completion of repairs if requested by District of Columbia Courts.**
- E. The Contractor shall furnish and use lubricants as recommended by the manufacturer of equipment or approved equal.
- F. The Contractor shall be responsible for keeping the exterior of the equipment and 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. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this contract.
- G. The Contractor shall maintain all elevator equipment within enclosures, pits, machine rooms and the assigned Contractor work space is to be kept clean and orderly, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean. Contractor shall be responsible for disposal of waste in accordance with local, state and federal requirements.
- H. The Contractor shall not be responsible for upgrading equipment to meet changes in Code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal, or other Governmental authorities. The Contractor shall notify District of Columbia Courts of any such code changes. Contractor shall be responsible for the replacement for the replacement of non-working and obsolete parts along with any electrical alterations required to adapt parts to existing systems.

- I. The Contractor shall be responsible for notifying District of Columbia Courts (in writing) of the existence or development of any defects in, or repairs required to the equipment, which he does not consider to be his/her responsibility under the terms of the contract. The Contractor shall furnish District of Columbia Courts with a written estimate of the cost to correct any such defects or make the required repair. District of Columbia Courts reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
- J. The Contractor shall be responsible for giving immediate notice to District of Columbia Courts of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- K. The Contractor shall not be required by this agreement except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representative and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.
- L. Examples of these are: Refinishing, repairing or replacing car enclosures, hoistway enclosures, hoistway door panels, frames and sills, balustrade panels, interior and exterior decking, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence or abuse by personnel other than the Contractor shall be borne by District of Columbia Courts negligence or abuse shall be determined by a joint decision as may be arrived at by qualified representatives of District of Columbia Courts.

2.2 VISUAL INSPECTIONS

- A. Visual inspections of the equipment will be performed by the appropriate route mechanics using an established checklist form. At a minimum, inspections will be performed weekly.
- B. Contractor will be required to establish a schedule to accommodate these inspections with no impact to maintenance activities or service call responses. Visual inspections are to be done during mechanics normal daily work hours. Copies of the completed inspection checklists shall be furnished to District of Columbia Courts on a weekly basis.

2.3 COMPLETION TIME

- A. Maintenance under this contract shall be provided at a constant, high quality level to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators resulting in a minimum of down time for any portion of the system. Removal of equipment from service for inspections, trouble shooting, minor one day repairs shall be limited to the established working hours.
- B. If for any reason any equipment should be out of service for more than the usual trouble shooting time of 30 to 60 minutes, the Contractor shall notify District of

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Columbia Courts or its authorized representative when the equipment was taken out of service, the reason why and what time the equipment is expected to be put back in service for proper and safe operation.

- C. A record shall be maintained by the Contractor of routine maintenance items in need of correction which come to his attention, and he shall provide this list to District of Columbia Courts for necessary corrective action during the Contractor's routine inspection.

2.4 MAINTENANCE SERVICE RECORDS

- A. The Contractor shall provide and keep current suitable check charts in the machine room for each piece of equipment. Contractor is required to submit sample check charts for approval and to incorporate any review comments District of Columbia Courts or their Authorize Representative. Upon completion of maintenance, the Contractor shall properly initial and date the chart to indicate the work has been completed.
 - 1. In addition to check charts in each machine room, when the Contractor arrives on site for any reason, the Contractor shall notify District of Columbia Courts and an elevator maintenance log will be maintained onsite by the Contractor. Upon leaving the premises, the Contractor shall again notify District of Columbia Courts to summarize, for the log, certain information on regarding the visit. This information shall be entered into a log by the Contractor. The information shall include columnar line entries for date, employee name, employee position classification, time of arrival, time of departure, hours worked and type and extent of work performed by elevator. **Failure to do so will jeopardize payment of maintenance, overtime or vandalism invoices. If an erroneous invoice is submitted a fee of two hundred and fifty dollars will be deducted from the monthly maintenance price per occurrence. This will be determined by the District of Columbia Courts or their authorized representative.**
- B. The Contractor shall prepare for approval a schedule listing preventive maintenance and testing to be performed for the entire year. Each month prior to performance of any work, a proposed work schedule will be submitted to District of Columbia Courts. At the end of each month an itemized list of work performed shall be submitted to District of Columbia Courts. This list, which will include regular and emergency call backs, will include the following information:
 - 1. Date and time of call.
 - 2. Equipment location and state number
 - 3. Description of shutdown and corrective measures taken.
 - 4. Class of work. i.e., routine maintenance or call back service
 - 5. Time elevator returned to service.
 - 6. Note on list all extra charges to contract.
- C. Any safety tests performed, with certified written results of said test.

2.5 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall insure that the equipment is maintained to operate at the original design speed, keeping the original performance time, 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.
- B. District of Columbia Courts or his representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be their responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, District of Columbia Courts may terminate the Contract and employ a new Contractor to make the correction at the original Contractor's expense.
- C. At any time during the term of the contract, District of Columbia Courts or his designated representative may make a thorough maintenance inspection of all elevators, escalators and lifts covered under the contract. At the conclusion of this inspection, District of Columbia Courts shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within thirty (30) days after his receipt of such notice.
- D. The Contractor shall make available twenty-four (24) hour emergency call back service for all equipment under this contract with no cost to the District of Columbia Courts. Contractor agrees to have a technician report to the site of the emergency within two (2) hours after receipt of a request for such service by telephone or otherwise from District of Columbia Courts or its Authorized Representative. The Contractor shall provide District of Columbia Courts with names and telephone numbers of the persons to be contacted in case of emergency.

2.6 SPARE PARTS

- A. The Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each unit system concerned. The inventory shall include, but not necessarily be limited to, the following:
 - 1. Lamps, minimum two each type.
 - 2. Door operator motors and gear reduction units.
 - 3. Drives, transformers and rectifiers for each type and size used.
 - 4. Relays and switches, minimum one on each type.
 - 5. Controller and selector switch contacts and coils for each size and type used. Electronic components (one complete set of each manufacturer).
 - 6. Selector tapes and selector components.
 - 7. Door interlocks.
 - 8. Car door electronic edge complete, each type.

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9. Escalator steps.
10. Emergency stop stations.
11. Demarcation & combplate lighting units.
12. Chain and step rollers.
13. Escalator safety devices.
14. Handicap and Platform lift control switches.
15. Handicap lift door closers and interlocks.
16. All necessary lubricants and cleaning materials.
17. The Contractor shall provide at the project site, spare parts fire-resistant metal storage cabinets in each machine room. All on site supplies shall be stored in these cabinets. All combustible materials are to be stored in sealed containers kept in this cabinet.
18. Parts inventory requirements: Contractor agrees to the following requirements and authorization of parts used in the Work:
 - a. Major components parts (electrical): motors and drive assemblies are to be maintained in stock.
 - b. Major components parts (mechanical): if Contractor does not have machines, frames, sheaves, transmissions and similar mechanical components in stock, he/she must provide District of Columbia Courts with current information of sources for these items which can be obtained within two (2) working days.
 - c. Special electrical parts: Contractor acknowledges that the equipment and control systems contain solid state printed circuit modules. Contractor 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.
19. Job materials inventory: Contractor will maintain a supply of contacts, coils, brushes, lubricants, rollers, wiping cloths and minor parts in each machine room, properly stored in an approved parts cabinet.
20. Spare parts inventory: Contractor 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, door operator motors, brake magnets, brushes, controller switch contacts, selector tapes, door hangers, roles, 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.
21. Replacement parts policy: Contractor will not alter equipment parts and O.E.M. design with other manufacturers' parts or design unless O.E.M. has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the O.E.M. but supplied to the O.E.M. as part of their overall product may be acceptable if said party is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from the District of Columbia Courts or Courts of Columbia Courts' representative, may be used in lieu of the O.E.M. parts.
22. Contractor agrees to maintain a diagnostic tool and one set of spare boards, as required, on the job site or in the Contractor's local branch office for the entire length of the contract. Any boards used out of stock will be replaced within twenty-four (24) hours.

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2.7 DRAWINGS AND WIRING DIAGRAMS

- A. Drawings and wiring diagrams shall be maintained and revised by the Contractor periodically as changes occur. At the expiration of the contract, the Contractor shall turn over to District of Columbia Courts three (3) copies of the drawings and wiring diagrams shall faithfully represent the “as modified” condition existing at the expiration date.
- B. Any and all drawings and wiring diagrams furnished to the Contractor by District of Columbia Courts or drawings and wiring diagrams prepared by the Contractor for work under this contract shall be considered the property of District of Columbia Courts. These drawings and wiring diagrams shall be accessible to District of Columbia Courts or their representative at all times, and be turned over to them upon demand.

2.8 EQUIPMENT, WIRING AND CIRCUIT CHANGES

- A. The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, not alter the original circuit or wiring design of the elevators unless changes are authorized in writing by District of Columbia Courts as herein after provided. The Contractor shall submit any proposed change to District of Columbia Courts for approval. This submission shall be in quadruplicate and it shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to District of Columbia Courts, the Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the systems.

2.9 ITEMS OF PREVENTIVE MAINTENANCE WORK FOR PASSENGER ELEVATORS COVERED BY THIS AGREEMENT

- A. The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventative maintenance without added cost to District of Columbia Courts.

1. ELEVATORS

Every Week

- (1) Perform general inspection of machines, drives, selector or floor controllers.
- (2) Monitor miles traveled for each unit. When repairs and/or replacements are made, log in the mileage at that time.
- (3) Inspect and lubricate machinery, contacts, linkage and

- gearing.
- (4) Clean and inspect controllers, selectors, relays connectors, contacts, etc.
 - (5) Ride car and observe operation of doors, leveling, reopening devices, smoothness, etc.
 - (6) Replace all burned out lamps in elevator car, machine room equipment.
 - (7) Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.
 - (8) Inspect and test the ADA telephone in each car.
 - (9) Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, determine cause and correct it.
 - (10) Check door operation, clean, lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screws, contacts, chains and cams.
 - (11) Intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
 - (12) Inspect hoistway and pit. Clean and lubricate equipment as required.
 - (13) Test manual and emergency control.
 - (14) Visually inspect controller, contacts and relay. Check adjustment and replace contacts as required.
 - (15) Observe operation of signal system used.
- (b) Quarterly
- (1) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
 - (2) Check hoistway doors. Clean, lubricate, and adjust tracks, hangers and upthrust eccentrics, linkage gibs and interlocks.
 - (3) Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- (c) Semi-Annually
- (1) Check controllers. Clean with blower check alignment of switches, relays, timers, contacts, hinge pins, etc., adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections. Check and adjust all electronic components.
 - (2) In hoistway examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as required.

- (3) Clean all overhead beams, sills, bottom of platform and car tops
 - (4) Clean car light fixture or luminous ceiling panel.
 - (5) On tape drives check hitches and broken tape switch.
 - (6) Check car stile channels for bends or cracks: also car frame, cams, supports and car steadying plates.
 - (7) Check governor and tape tension sheave fastenings.
 - (8) Check fastenings and operation of door checks, interlocks clean and lubricate pivot points as required.
 - (9) Conduct elasticity testing in accordance with the established procedures. Log results in in comparison to those from previous testing.
- (d) Annually
- (1) Thoroughly clean car guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.
 - (2) Thoroughly clean the mechanism, pit, top and bottom of car, etc.
 - (3) Take a sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
 - (4) Perform all annual tests as required by ASME A17.1.
 - (5) It is the intent of the Contract to provide for complete maintenance of District of Columbia Courts equipment so that they shall be in first class operating condition at all times. The ASME A17.1 and A17.2, as revised and amended, shall govern except where a more stringent code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the work may be required, and shall be performed by the Contractor. The apparent silence of the Contract as to any detail, or the apparent omission of any work to be done and only the best general practice is to prevail and that only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon by District of Columbia Courts or their Authorized Representative.
 - (6) The Contractor agrees that when a unit is shut down or fails to operate that it will return the equipment to service with as little delay as possible.
 - (7) District of Columbia Courts or their Authorized Representative shall, at all times, have the right to make inspections and the work of the Contractor, and the Contractor agrees to perform maintenance work and

make repairs deemed necessary by District of Columbia Courts. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to District of Columbia Courts.

- (8) The elevators, escalators and lifts shall be kept in first class operating condition maintaining the same speeds, safety, and efficiency as specified in the original maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes including ASME A17.2.3 are to be adhered to.

2. ESCALATORS –

(a) Every Other Week

- (1) Machines, Worms, gears, external gears, drive chains, thrust bearings, main bearings and other machine components.
- (2) Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, and alignment devices.
- (3) Steps, step treads, step wheels, step chains, step axle and bushings.
- (4) Tracks.
- (5) Combplates and floor plates.

(b) Quarterly

- (1) Upper drives, upper drive bearings, tension sprocket bearings, upper and lower newel bearings.
- (2) Brake pulley, brake coil, brake pins, brake contacts, linings and other brake components.
- (3) Motor, motor windings, rotating elements, and bearings.
- (4) Controllers, 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, and operating rectifiers.
- (5) All safety device switches and lighting features.

(c) Annually

- (1) Examine all safety devices and conduct the routine and periodic inspections as required. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators (ASME A17.2.3), current edition.
- (2) Full clean down of each escalator, by removal of at least half of the steps, clean out pits, pans and all steps

surfaces. Escalators cleandowns are limited to being out of service for two (2) days. If overtime is required to complete this work, then it should be included in the base bid.

- (3) Furnish lubricants compounded specifically for escalator usage.

PART 3 EXECUTIONS

3.1 ALLOCATION OF RESPONSIBILITIES

- A. Responsibilities of Contractor: Contractor's responsibilities under this Agreement shall include the following:
 1. To perform the operations, maintenance, and related requirements established in this Agreement.
 2. To meet all performance, safety, and training standards and requirements.
 3. To maintain all Service Equipment and Service Property in accordance with this Agreement.
 4. To provide personnel having the appropriate operational, maintenance, and management expertise and qualifications to provide the Agreement Services.
 5. To administer all personnel and labor relations with Contractor employees.
 6. To provide District of Columbia Courts with all financial, operational, and other reports required under this Agreement.
 7. To provide insurance coverage and indemnification as required in this Agreement.
 8. To carry out such other functions and obligations as may be required pursuant to this Agreement.
 9. To investigate and respond to all inquiries from District of Columbia Courts and to assist District of Columbia Courts in responding to all complaints, comments, and questions from passengers, vendors, State and Federal agencies, and the general public.
 11. To comply with applicable Federal, State and local laws and regulations, as in existence from time to time.
 12. Dispose of all maintenance waste materials offsite and in accordance with all local, state and federal requirements.

- B. Responsibilities of District of Columbia Courts - The responsibilities of District of Columbia Courts under this Agreement shall include the following:
 1. To establish, in accordance with the terms of this Agreement, overall schedules shall be at the sole discretion of District of Columbia Courts.
 2. Contractor shall provide immediate notice to District of Columbia Courts by telephone of any situation which could significantly affect the pedestrian's use of the service property. In such notice, Contractor shall describe the situation and explain its proposed response, and thereafter shall maintain communication with District of Columbia Courts until the

situation is resolved. Contractor shall establish and maintain an emergency telephone number that is staffed by Contractor management twenty four (24) hours a day each day of the week.

- C. Maintenance Obligations:
1. Contractor shall service, repair, and maintain the Service Property and Service Equipment owned or controlled by District of Columbia Courts and used under this Agreement in accordance with the maintenance standard and schedules set forth in the specifications. Contractor shall also service, repair, and maintain the equipment used to maintain the Service Property, subject to ordinary wear and tear. Contractor must obtain the prior approval of District of Columbia Courts' Authorized Representative before making any modifications to the Service Equipment or Service Property.
 2. Contractor shall comply fully with the terms of any manufacturer's warranty on the Service Equipment, shall cooperate with District of Columbia Courts regarding the fulfillment of any warranty obligations, and shall provide District of Columbia Courts with any information necessary to the administration of any such warranty.
- D. Right of Access - District of Columbia Courts hereby grants Contractor the right to enter upon and utilize the Service Property for purposes of performing Contractor's obligations under this Agreement.
- E. District of Columbia Courts to Inspect - District of Columbia Courts through its duly authorized representative shall have the right to enter upon the Service Property at any time for purposes of inspecting and examining the Service Property and the Service Equipment. When entering the Service Property, District of Columbia Courts' representatives shall promptly identify themselves to Contractor. District of Columbia Courts shall also have the right to obtain any information related to the services operated under this Agreement, or to the Service Property or Service Equipment, from any management employee of Contractor.
- F. Contractor's Duty of Care - during the term of this Agreement, Contractor shall maintain the Service Property and the Service Equipment in accordance with the specified requirements. Upon the termination of this Agreement, Contractor shall deliver the Service Property and the Service Equipment to District of Columbia Courts in a condition no worse than the condition identified in the initial audit, normal wear and tear excluded, and subject to the damage provisions of this Contract.
- G. Operations and Maintenance Personnel - Contractor shall, except as otherwise provided in this Agreement, provide and furnish all labor, administrative, professional, and supervisory personnel necessary for the performance of this Agreement, none of whom shall be employees of District of Columbia Courts. All operating and other personnel of the Contractor and of the Contractor's subcontractors that are involved in any aspect of providing services and for performing other obligations under this Agreement are not subject to the

supervision and oversight of District of Columbia Courts. In the performance of its obligations under this Agreement, the Contractor is an independent contractor for, and not an agent of District of Columbia Courts.

H. Local Management:

1. Contractor shall, subject to the approval of District of Columbia Courts, designate a Project Manager. Contractor agrees that the Project Manager will be delegated to District of Columbia Courts so to exercise day-to-day decision making on all operational and business matters relating to the performance of this Agreement.
2. The Project Manager shall:
 - (a) Have the principal responsibility for directing and coordinating Contractor's performance of its obligations under this Agreement:
 - (b) Serve as Contractor's liaison with District of Columbia Courts.
 - (c) Attend assessment meetings with District of Columbia Courts as requested.
 - (d) Be available at such other times as District of Columbia Courts may direct to consult with representatives of District of Columbia Courts.
3. Contractor agrees that it will designate and give notice to District of Columbia Courts of an Acting Project Manager who shall have full access to District of Columbia Courts to discharge the responsibilities of the Project Manager under this Agreement in his or her absence.
4. Management Personnel: in order to perform the services required by this Agreement, Contractor will provide, at a minimum, personnel performing the following functions:
 - (a) General management.
 - (b) Management of operations.
5. Labor Agreements - Contractor will comply with the terms and conditions of all applicable agreements with any labor organization representing Contractor's employees concerning wages, benefits, and terms and conditions of employment.
6. Compliance with Laws and Regulations - Contractor will comply with all applicable laws, regulations, rules and procedures, as may exist from time to time, with respect to employer's liability, worker's compensation, unemployment insurance, and forms of social security or railroad retirement, and also with respect to any other required withholding from the wages of employees.
7. Employee Conduct and Discipline:
 - (a) All employees engaged in the provision of the Agreement Services shall be qualified and shall perform their duties in a courteous, efficient, and safe manner, and all employees who deal with the public shall be clean and attired while on duty in uniforms which clearly indicate that they are providing Agreement Services on behalf of District of Columbia Courts. Employees engaged in the provision of Agreement Services shall not litter any other part of the Service Property.
8. Availability for Employees Records - Upon request of District of

Columbia Courts. Contractor shall grant District of Columbia Courts access to any copies of (1) the payroll records of any employee engaged in providing Agreement Services, and (2) the records of any such employee regarding drug and alcohol testing, competency tests, qualifications, training, and criminal violations that directly relate to the performance of the Agreement Services, unless Contractor demonstrates to District of Columbia Courts that applicable law or labor agreements prohibit granting District of Columbia Courts access to such records. Any information received by District of Columbia Courts pursuant to this subsection shall be accorded the confidentiality required by law.

3.2 SERVICE CHANGES

- A. General- District of Columbia Courts may, at any time during the term of this Agreement, direct increases, reductions, or other alterations or modifications in any of the Agreement Services provided by Contractor. Any such increase, reduction, alteration, or modification (collectively referred to as "service changes") shall be implemented by the parties in accordance with the provisions of this Section.
- B. Initiation of Change - District of Columbia Courts shall initiate a service change by transmitting to Contractor a written notice identifying the requested change in reasonable detail and specifying the intended commencement date thereof. Such commencement date may not be less than sixty (60) days after the date of such notice, unless otherwise agreed by the parties or where safety or budgetary constraints require implementation on less notice.
- C. Contractor Response - Within thirty (30) days after receiving a notice of service change Contractor shall provide to District of Columbia Courts a written statement (1) estimating the cost of the requested change (including any labor protection cost), or the savings generated by the requested change; (2) describing the anticipated impact of the service change on operations; and (3) explaining whether or not the service change is feasible.

3.3 EXTRA WORK

- A. The extra work estimate shall include the number of hours, hourly rate, part number, cost of the part and any other cost. The Contractor shall request from District of Columbia Courts or its Authorized Representative, preferably prior to commencement of work, an extra work order (EWO) which shall not be considered a guarantee that the work will be considered extra work outside of the scope of his responsibility under the terms of the contract. District of Columbia Courts or its authorized representative will notify the Contractor in writing within seventy-two (72) hours of receipt of the EWO invoice if it is deemed that the work was a requirement under the terms of the contract and therefore does not

qualify as extra work or work that the Contractor is not responsible for under the terms of the contract. Final determination of responsibility will be made by District of Columbia Courts should areas of responsibility be disputed. Under any circumstances, the work shall proceed without waiting for District of Columbia Courts' final determination. Costs for such defects or repairs shall be billed at the Established rates in the bid documents. Parts shall be provided by the contractor and billed at cost plus 10%.

- B. Separate invoices shall be submitted by the Contractor to District of Columbia Courts or its authorized representative for each EWO issued in accordance with the specifications.
- C. All invoices for additional work must be submitted within thirty (30) calendar days of service being rendered. Invoices received outside of this timeframe will be considered non-responsive and rejected.
- D. All work efforts performed under this section shall be in full compliance with all other sections of this Agreement.

3.4 SCHEDULE OF WORK

- A. The Contractor shall present its proposed schedule for the forthcoming calendar month fifteen (15) days in advance of the first day of that month. The schedule shall consist of the anticipated "out of service" times for each elevator and. Deviations from this master schedule, as desired by the Contractor, shall be made only upon approval of District of Columbia Courts or its authorized representative. District of Columbia Courts reserves the right to alter the sequence of "out of service" times of elevators as necessary, to solve operational problems without incurring additional costs.
- B. The Contractor's superintendent or foreman shall report any unscheduled elevator or "out of service" immediately to District of Columbia Courts or its authorized representative.

3.5 OUTAGE OF EQUIPMENT

- A. In those instances, where equipment outage will require trades other than those of the Contractor, then District of Columbia Courts at its sole option, may require the Contractor to prepare an individual baseline schedule (Gantt Chart or similar). For unscheduled outage, schedules shall be submitted not later than three (3) working days after the outage. For scheduled outages, schedules shall be submitted at least two (2) weeks prior to the outage.
- B. District of Columbia Courts will transmit to the Contractor at its local office (which the Contractor agrees will be covered twenty-four (24) hours per day, seven (7) days per week) notice of any trouble or need of repair on any elevator

and the Contractor shall immediately remedy such trouble when authorized by District of Columbia Courts and make such necessary repairs as set forth in this agreement. District of Columbia Courts, however, shall not be bound to discover any trouble or need of repair; it being the duty of the Contractor to use care to discover and remedy all conditions that might cause to discover and to operate or to become in poor operating condition or cause a safety hazard to the public.

- C. The Contractor agrees that when an equipment is shut down or fails to operate that it will return the unit to service with as little delay as possible. The Contractor agrees that when an elevator, escalator or lift is out of service for one day or longer that the Contractor will notify District of Columbia Courts. If any elevator is out of service for more than two (2) consecutive calendar days, unless authorized by District of Columbia Courts, the Contractor will be charged one hundred fifty dollars (\$150.00) for each subsequent calendar day and this charge will be retroactive to the first calendar day of the incident. The charge will be deducted from the next monthly payment for contractual services.

3.6 RECORDS AND DOCUMENTATION

- A. The Contractor will keep and maintain a log book in each machine room and the Contractor's maintenance personnel shall log in and out whenever they are in the station, and shall notify District of Columbia Courts when an elevator is to be taken out of service for maintenance or repair and when an elevator is placed back in service. Additionally, when responding to an inoperable elevator call, the Contractor shall notify District of Columbia Courts when the elevator is returned to service and indicate the cause of the failure and the corrective action taken to restore the elevator to service.
 - 1. The Contractor shall notify District of Columbia Courts at the beginning and upon completion of each preventive maintenance effort, repair or retrofit activity. The Contractor shall provide District of Columbia Courts or its Authorized Representative with a completed preventive maintenance check chart (format shall be agreed upon between the Contractor and or its Authorized Representative) via a facsimile machine within twenty four (24) hours of completion of the preventive maintenance procedure that adequately addresses all ASME, state, and local codes as well as items specified in this document and indicates the date, start and finish times, and total man-hours employed to complete the preventive maintenance task; wear measurements, and meter readings etc.; and any corrective actions including, adjustments, repairs, lubrication, rust corrosion resistance (painting) activities etc.
 - 2. The Contractor shall provide and keep current a suitable check chart and repair log for each elevator and , posted in the elevator and machine room or other area designated by District of Columbia Courts. Check charts and repair logs shall be submitted to District of Columbia Courts for approval prior to use. Entries shall be made to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work, and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs shall be kept

on self-duplicating data sheets and shall not be removed from their designated area by the Contractor except for the purposes of reproduction. In such cases check charts and repair logs shall be returned immediately. The Contractor must properly initial the chart to indicate that the work has been accomplished. The duplicate must be clear and legible and remain in the designated area at all times. The duplicates become the property of District of Columbia Courts.

3. The Contractor shall provide District of Columbia Courts a monthly summary of all repair activity on elevators **NO LATER THAN THE 10TH DAY OF THE FOLLOWING MONTH**. The summary shall be arranged in a chronological columnar format and shall include the following information: Date out of service, time out of service, unit identification number, explanation (description of work performed), parts used (including parts put on) and the date and time the unit was restored to service.
4. The contractor shall be responsible for obtaining all technical documentation necessary for maintenance and repair of each type of elevator. District of Columbia Courts will provide any available documentation which can be released without restriction but it shall be the Contractor's responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime.

3.7 COMMUNICATION OR SIGNAL DEVICE FAILURE

- A. Any type of emergency signaling device such as an intercom, telephone, or alarm system must be tested during the monthly maintenance program. If any problems exist, notify District of Columbia Courts.

3.8 ENTRAPMENTS

- A. If there are two entrapments on the same elevator in any thirty (30) day period, the monthly premium for the specific elevator will be deducted from the next monthly maintenance invoice. Any additional entrapments within the same thirty (30) day period will result in an additional five-hundred-dollar (\$500.00) penalty for each incident.

3.9 SAFETY INSPECTION AND TESTS

- A. All service and repair work shall be performed in compliance with the American National Standard Safety Code of Elevators, Dumbwaiters, s and Moving Walks, ASME A17.1 & A17.2 and shall be subject to safety inspection by District of

Columbia Courts or his representative. The Contractor shall perform all inspections of the elevators as required by the ASME A17.1 Code. The Contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outline in the ASME A17.1 Code. The tests shall be conducted in the presence of the Vertical Transportation Excellence, a third party elevator inspector. The elevator contractor will be responsible for the initial cost of VTX. District of Columbia Courts will be responsible for any required return re-testing due to violations found during the initial testing. Test performed will be scheduled to comply as specified in the ASME A17.1 Code. It will be the responsibility of the Contractor to determine when these tests are due. District of Columbia Courts must be contacted and may elect to attend any scheduled tests. After completion of the required tests and inspections, submit a document to District of Columbia Courts indicating completion of the requirement.

- B. After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.
- C. District of Columbia Courts shall coordinate with the elevator contractor for annual fire alarm device function and emergency power testing. In order to meet the requirements of the test, District of Columbia Courts shall be responsible for any costs associated with the said electrician, smoke detector and emergency generator contractors.
- D. District of Columbia Courts shall, always, have the right to make inspections of elevators and the work of the Contractor; and the Contractor agrees to perform maintenance work and make repairs deemed necessary by District of Columbia Courts.
- E. The Contractor's Project Manager or Supervisor responsible to respond to any elevator accident involving injuries that require medical attention and any elevator entrapments in which police fire department respond and/or inquires occur.
- F. Contractor at DISTRICT OF COLUMBIA COURTS' direction must respond to inspect, evaluate condition etc. of equipment following any flood, weather problems, major incident, accident, fire etc.
- G. The following units will be tested after hours as part of the contract with no charge to the customer. This includes any other testing such as fire alarm devices.
 - 500 Indiana Ave. Cars 5-7-8-9-10-11-12.
 - 430 E Street. Cars 5 and 6.

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3.10 SAFE WORK PRACTICES

- A. All mechanics must practice safe work habits in accordance with the latest OSHA guidelines. The Contractor must comply with the following:
 - 1. Safety Program:
 - (a) For operations under this Agreement, Contractor shall establish a system wide Safety Program which will identify, eliminate, minimize, and control safety hazards and their attendant risks.
 - (b) To carry out the system safety program plan, Contractor shall establish appropriate requirements, lines of District of Columbia Courts, levels of responsibility and accountability, and method of documentation.
 - 2. Safety Obligations - In carrying out the Agreement Services, Contractor shall at all times conduct its operations in a safe manner. Contractor shall promptly take all precautions which are reasonable or necessary to safeguard against risks, and shall make regular safety inspection of Service Equipment and Service Property.
 - 3. Unsafe Conditions - Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of the Agreement Service.
 - 4. Employee Actions - The repeated failure of any Contractor employees to follow the rules of the Safety Program or to otherwise comply with applicable safety requirements shall be the basis for removing such employee, upon the request of District of Columbia Courts from work on the Contract.
- B. Lock out Tag out practice must be rigorously enforced when working on equipment, including any work within the step band. Failure to follow these procedures will require the removal of any individuals not practicing safe work habits.
- C. Proper eye protection, footwear, hearing protection and other work clothing are the sole responsibility of the Contractor.
- D. Always place and Out of Service sign on any elevator (all landings) or that is out of service for maintenance or repair.
- E. Maintenance waste disposal shall be conducted in accordance with all local, state and federal requirements.

3.11 MATERIAL AND WORKMANSHIP

- A. Materials to be used shall be original equipment manufactured parts or equal (as determined by District of Columbia Courts).
- B. All lubricants shall be of the proper grade as recommended by the OEM.

- C. The Contractor shall provide all necessary tools, special tools and handrail vulcanizing tool as required for proper repair and maintenance of the elevators.
- D. The Contractor shall have an adequate inventory of such parts, lubricants and tools located in the location specified to operate this contract as detailed in this contract. The Contractor may maintain more material if necessary to fulfill the obligations of this contract.
- E. The Contractor shall submit to District of Columbia Courts for approval, when required, samples of materials, test reports, drawings to be used in maintenance and repair of all equipment.
- F. All maintenance and repair shall be performed by competent, factory-trained and licensed personnel under the supervision and employ of the Contractor.
- G. The Contractor, and all parties employed on the worksite, whether directly employed shall perform their work in a good and workman-like manner and in accordance with the Contract Documents. The Contractor shall supervise and direct the work. He shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work of the Contract.
- H. The Contractor shall certify that he is able to furnish labor which can work in harmony with all other elements of labor employed or to be employed on the work.
- I. The Contractor shall furnish satisfactory identification for the Contractor's employees who are engaged on work in the contract, and the Contractor shall instruct its employees to comply with all rules and regulations of District of Columbia Courts.
- J. The Contractor shall, upon the written request of District of Columbia Courts, discharge any person in his employ who appears to District of Columbia Courts to be disorderly, careless, or incompetent or to be employed in violation of any of the terms of this Contract.
- K. The Contractor shall protect materials and all persons from damage and injury in every way possible, and shall be responsible for any damage or injury due to his failure to provide this protection. Contractor's personnel shall be aware of and provide proper safety precautions such as barricades while working on elevators.
- L. The Contractor shall cause to be stacked, and from time to time remove, all rubbish or waste material resulting from the work and not needed in same, keeping the premises at all times in a condition satisfactory to District of Columbia Courts. The Contractor shall maintain all access areas to elevators and pits. This is to include, but not be limited to, the removal of any materials, rubbish, sludge, etc.

- M. The Contractor shall make all arrangements with District of Columbia Courts whereby his operations or movements of his men and materials throughout the system will not interfere in any way with the regular functions of District of Columbia Courts.
- N. District of Columbia Courts and its authorized representatives shall have access to the premises at all times. They shall have the authority to stop, alter, or in any way affect the progress of the work if it is not being performed in conformity with the contract plans, manufacturer's maintenance manuals, or specifications.
- O. In addition to the guarantees provided by component manufacturers of products utilized for maintenance, the Contractor shall guarantee that all materials, components, equipment and accessories installed shall perform for a period of one (1) year without failure due to manufacturing defects, product misapplication or improper installation.

3.12 AUDIT PROVISION

- A. The Contractor shall permit District of Columbia Courts and its authorized representative to audit and examine Contractor's books, records, accounts, documents and any and all data relevant to this agreement at any reasonable time for the purpose of auditing and verifying compliance with Contract maintenance requirements and quality of performance, plus statements, invoices or bills submitted by the Contractor pursuant to this agreement, including costs billed for services beyond the Contract scope. The Contractor shall provide such assistance as may be reasonably required during such inspection. District of Columbia Courts further reserves the right to examine and re-examine said books, records, accounts and data during the three (3) year period following the final payment under this agreement and all pending matters are closed, and the Contractor shall in no event dispose of, destroy, alter or mutilate said books, records, accounts and data in any manner whatsoever for three (3) years after the final payment under this agreement and all pending matters are closed.

3.13 GENERAL REQUIREMENTS

- A. Contractor shall make available to District of Columbia Courts sufficient personnel qualified and authorized by Contractor to support District of Columbia Courts and "third party" projects as extra work.
- B. Contractor shall be solely responsible for any damage inflicted by the actions or inaction of Contractor employees or Contractor subcontractors upon the facilities of others within the Service Property.
- C. Contractor shall comply with applicable laws, regulations and resolves.
- D. Contractor shall take immediate actions to comply with all applicable laws and regulations concerning any release of a contaminant on or along the Service

Property.

- E. District of Columbia Courts shall not be responsible in any way for the actions and inaction of Contractor employees.
- F. Contractor shall work with District of Columbia Courts to review costs on a unit basis, due to poor materials life, third party problems, etc.
- G. Contractor shall be responsible for any fines assessed by any regulatory body arising from the actions or inaction of Contractor or Contractor employees.
- H. District of Columbia Courts does not allow dumping or stockpiling of debris and maintenance or repair spoils on its property. Contractor shall dispose of such waste materials in accordance with local, state and federal requirements. The Contractor shall ensure that Service Property is kept clean.
- I. Contractor shall supply District of Columbia Courts the use of contract personnel to conduct third party inspections at no additional cost. Personnel must be prepared to conduct ASME A17.2 inspections for elevators covered by this agreement.

3.14 ROOMS AND KEYS

- A. The Contractor shall not permit nor allow the storage of equipment, liquids, materials, tools, cleaning compounds nor supplies in the equipment machine rooms. Nor shall the Contractor's personnel be permitted to leave such items unattended and/or unsecured.
- B. District of Columbia Courts shall provide elevator machine room, and storage area keys to the Contractor's personnel for use during the term of the Contract. Such keys shall not be considered the property of the Contractor or the property of the person to whom they are issued, but shall remain the property of District of Columbia Courts. Each person issued keys shall sign a receipt indicating the date of issue, the number and the types of keys issued.

3.15 PERFORMANCE STANDARDS

- A. A reduction of 20% of the basic monthly maintenance cost for each elevator shall be made for each one week (7 days) interval that a scheduled inspection is late up to a maximum reduction of 80% of the monthly maintenance. A new assessment will be made for each one month period.
- B. District of Columbia Courts defines "Failure" as any activity which causes a Service interruption. Because the causes of service interruption are varied and not all causes of service interruption can be attributed to the equipment itself, District of Columbia Courts shall define service interruptions chargeable to the Contractor as follows:
 - 1. Unanticipated mechanical disruptions.

2. Non-scheduled maintenance (i.e., replacement of worn components, major overhaul of components, replacements or repairs necessitated by worn or broken components discovered as a result of scheduled maintenance inspections and service).
 3. Shutdowns ordered by authorized inspectors due to any unsafe conditions or accidents resulting from mechanical failure or resulting from the Contractor's failure to provide timely repairs as may be cited in an inspector's deficiency report.
- C. Service interruptions which shall not be charged to the Contractor's performance are as follows:
1. Shutdowns resulting from incidents or acts beyond the control of the Contractor (i.e., power failures, water damage, etc.).
 2. Shutdowns required in order modifying the equipment for the enhancement of its operation or safety when requested by District of Columbia Courts.
 3. Shutdowns required as a result of any accident resulting from negligence on the part of the user.
 4. Scheduled preventive maintenance performed outside the acceptable preventive maintenance times.

3.16 TERM/PAYMENT

The pre-described service shall begin on TBD and continue for a period of thirty-six (36) months from the date of the Contracting Officers signature. District of Columbia Courts agrees to make monthly payments to the Contractor at a rate of \$ _____ per month subject to the terms of this agreement.

Performance of work beyond the scope of this contract will be conducted on an hourly rate basis as noted below. Hourly rates are subject to yearly adjustments based on the increases or decreases in the actual rate of pay as established by the IUEC.

Hourly Rate

Foreman \$ _____

Mechanic \$ _____

Helper \$ _____

Exhibit 1

Building 515

Elevator #1- 3 stop traction passenger elevator.
Elevator #2- 3 stop traction passenger elevator
Elevator #3- 3 stop traction passenger elevator
Elevator #4- 3 stop traction passenger elevator.
Elevator #5- 4 stop traction passenger elevator.
Elevator #6- 4 stop traction passenger elevator.
Sidewalk lift-2 stop.

Building 510

Elevator #1- 3 stop traction passenger elevator.
Elevator #1- 3 stop traction passenger elevator.
Elevator #3- 3 stop traction passenger elevator.
Elevator #4- 3 stop traction passenger elevator.
Elevator #5- 4 stop traction passenger elevator.
Elevator #6- 4 stop traction passenger elevator.
Sidewalk lift 2 stop.

Building 410

Elevator #1- 4 stop traction passenger elevator.
Elevator #2- 4 stop traction passenger elevator.
Elevator #3- 4 stop hydraulic passenger elevator

Building 430

Elevator #1- 3 stop front and rear opening hydraulic passenger elevator.
Elevator #3- 4 stop hydraulic passenger elevator.
Elevator #4- 4 stop hydraulic passenger elevator.
Elevator #5- 5 stop front and rear opening hydraulic passenger elevator.
Elevator #6- 5 stop hydraulic passenger elevator.

Building 449

Elevator #1- 3 stop hydraulic passenger elevator.

Building 500

Elevator #1- 8 stop traction passenger elevator.

Elevator #2- 8 stop traction passenger elevator.

Elevator #3- 8 stop traction passenger elevator.

Elevator #4- 8 stop traction passenger elevator.

Elevator #5- 7 stop traction passenger elevator.

Elevator #6- 2 stop hydraulic freight elevator

Elevator #7- 9 stop traction service elevator.

Elevator #8- 9 stop traction passenger elevator.

Elevator #9- 5 stop front and rear opening traction elevator.

Elevator #10- 4 stop hydraulic passenger elevator.

Elevator #11- 4 stop traction passenger elevator.

Elevator #12- 9 stop traction passenger elevator.

Escalator #1- down unit.

Escalator #2- up unit.

Escalator #3- up unit.

Escalator #4- down unit.

Escalator #5- down unit.

Escalator #6- up unit.

Escalator #7- up unit.

Escalator #8- down unit.

Escalator #9- down unit.

Escalator #10- up unit.

Wheel Chair Lift- Courtroom 112

Wheel Chair Lift- Courtroom 118

Wheel Chair Lift- Courtroom 415

Wheel Chair Lift- Courtroom JM4

Wheel Chair Lift- Courtroom JM1

END OF DOCUMENT