

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

CONTRACT BETWEEN THE CITY OF DURHAM AND
SOUTHERN ELEVATOR COMPANY, INC.
FOR ELEVATOR REPAIR AND MAINTENANCE

This contract is dated, made, and entered into as of the _____ day of _____, 20____, by the City of Durham (“City”) and Southern Elevator Company, Inc. (“Contractor”), a corporation organized and existing under the laws of North Carolina.

Sec. 1. Background and Purpose. This is a service contract to provide elevator maintenance and repair services, including all service required by state laws, for all of the elevators found in buildings owned by the City of Durham, as specified in Exhibit A, Scope of Services.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall provide elevator maintenance, inspections and repairs for twenty-two elevators and two accessible lifts in accordance with applicable North Carolina law to ensure compliant operation. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor. All the elevators listed in Exhibit A, entitled, “Scope of Services,” which is incorporated herein by reference, shall be maintained to the standards set by North Carolina General Statutes Chapter 95, and to meet all other legal requirements under state and federal law which may be applicable, including state regulatory law and the North Carolina Administrative Code. The State of North Carolina requires that each elevator function properly and comply with the current American Standard Safety Code for elevator and American National Standards Institute Inspection Manual.”

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: \$3,034.00 to be paid per month for first year of the contract, for a twelve month total amount of \$36,408.00, \$3,125.02 to be paid per month for second year of contract, for a twelve month total amount of \$37,500.24 and \$3,218.80 to be paid per month for the third year of the contract, for a twelve month total amount of \$38,625.60. The total amount to be paid by the City to the Contractor over the full three year term shall not exceed one hundred twelve thousand five hundred thirty three dollars and eighty-four cents (\$112,533.84). The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of

each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

Professional Liability- Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000 per occurrence, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

Environmental/Pollution- Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: General Services Department
101 City Hall Plaza
Durham, NC 27701

The Certificate of Insurance must be uploaded into On Base for Risk Management’s approval.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the terms of this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor

notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A *Scope of Services* containing 15 pages.

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text

ELEVATOR SERVICES CONTRACT

Page 4 of 4

of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

General Services Department
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) 560.4847.
Email: lisa.smith@durhamnc.gov

To the Contractor:

Southern Elevator Company, Inc.
130 O'Connor Street
Greensboro, NC 27406
The fax number is 336.333.9928.
Email: chriss@southernelevator.com

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract.

This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and

excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and

ELEVATOR SERVICES CONTRACT

Page 6 of 6

selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the

Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations.

(5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

(n) Contract Extensions. The City reserves the right to extend the Contract upon the same terms and conditions for a period equal to the original contract. Such extensions of work may be at any point

where extensions are authorized by agreement of both parties.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the

Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c)

Payment. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

Secretary
(Affix corporate seal)

By _____
President

STATE OF NORTH CAROLINA CORPORATION ACKNOWLEDGMENT
COUNTY OF _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is _____ Secretary of Southern Elevator Company, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its _____ President, whose name is _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the _____ day of _____, 2015

My commission expires: _____ Notary Public _____

ATTEST: CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

**EXHIBIT A
SCOPE OF SERVICES**

- I. **Scope:** The services to be performed under these specifications shall consist of furnishing all labor, materials, tools, and equipment necessary and performing all operations in connection with the inspection, testing and complete maintenance and repairs of elevators and accessible lifts in strict accordance with specifications and subject to the terms and conditions of the following:

All elevators under this contract shall be maintained in first class operating condition and must comply with all requirements of the current American Standard Safety Code for Elevators, ANSI Inspection Manual, and all other applicable laws, regulations, ordinances, codes, etc. and the current ANSI Code shall be used as a guide to establish that the elevators are operating safely. The contract shall provide a full maintenance program in accordance with ANSI standards for all of the City's elevators and accessible lifts covered under this contract.

- II. **Required Full Elevator Maintenance Services:** Contractor must maintain each elevator and accessible lift as hereinafter described. Contractor will use trained employees directly employed and supervised by it. These employees will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.

Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS, including but not limited to worms, gears, thrusts, bearings, commutators, rotating elements, coils, contracts, resistors, magnet frame, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers, and source of manufacturer to the City of Durham as repairs are completed.

NOTE CAREFULLY - Contractor will perform a weekly inspection of elevator lights, hall lights, and bells. Repairs or replacements will be made as needed. The contractor will provide a signed receipt of the results of the inspection to the following, who is defined as the "City Designee" for the purpose of this contract:

General Services Department
Lisa R. Smith, Construction Project Manager
919.560.4197 ext. 21273
919.560.4847 (fax number)

The City Designee may be changed by written notice provided from the City to the Contractor.

III. **Number of Hours Labor to be Furnished:** Contractor will be required to provide the necessary hours of labor per month for routine cleaning, inspection and adjusting service. In addition, the Contractor shall provide the necessary labor hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc. to insure that the equipment is in good operating condition at all times.

IV. **Materials and Supplies:** Contractor shall furnish all materials and supplies to accomplishment of all Work. All replacement parts furnished by the Contractor shall be of the original manufacturer's design and/or specifications or approved equal.

Singular Number: In all cases where a device or part of the equipment is herein referred to in the singular number such as "the Motor", it is intended that such reference shall apply to as many such devices as are required to complete the installation and/or repairs.

V. **Lubricants:** Contractor shall furnish all lubricants, which shall comply with specifications, and lubricants recommended by the equipments manufacturer for the particular device to be lubricated. Oils and greases shall be of an approved manufacturer. Rope lubricants shall conform to recommendation of ANSI Inspection Manual.

1. The Contractor shall clean and properly lubricate all sheave bearings on motor operated brakes and refill gear cases and guide lubricators when required. All oil reservoirs shall be maintained at proper level and shall be kept properly sealed to prevent leakage.
2. Surplus oil shall be wiped off and rip pans provided and placed as needed.
3. The Contractor shall touch up with matching paint any scars, chips, scratches, or abrasions, or other places where paint has been marred, whether such mars are pre-existing or due to negligence of the Contractor's personnel.
4. The Contractor shall provide an approved type metal waste can in each elevator machine room.
5. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operations.
6. Contractor shall maintain chart to show lubrication complete. Chart shall be available at any time for City Designee to review. The respective department will designate a location for the Contractor to place the chart(s).
7. Contractor will also examine, lubricate, and adjust repair and/or replace the following equipment:

- a. Interlocks
- b. Car and Hatch Door Operators
- c. Car and Hatch Door Hangers
- d. Door Closers

VI. **Preventive Maintenance:** The Contractor shall provide regular and systematic examinations and preventive maintenance service and provide in each machine room for each elevator mechanism, a chart which shall certify and visually indicate the status of the preventive maintenance program as to the completion of the various phases of the work, making examinations on a weekly basis semi-monthly, monthly, quarterly, semiannual and annual items at which time the Contractor shall determine the nature and extent of any trouble and shall take necessary action to restore the elevator to satisfactory and safe service and by using preventive maintenance methods, furnish and install parts prior to their breakdown point where at all possible and keep the elevator in the best possible running order at all times.

The charts shall show date of completion and initials of mechanic completing the examination scheduled for each time interval. The Contractor will furnish whatever charts or forms are necessary for this program. The preventive maintenance program shall include cleaning, painting, lubricating, packing, adjusting, calibrating, repairs, furnishing, and replacing all parts and equipment and the furnishing of all equipment necessary in the performance thereof, all as required in the specifications to include but not limited to the following:

1. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
2. Inspect and wipe clean all motors, machines, and generators.
3. Inspect controllers, selectors, selector drives and governors.
4. Clean and adjust all controllers and selector contacts. Renew worn contacts and/or shunt where necessary. Check sequence of operation.
5. Wipe clean all motor generator, and exciter commutators, clean and check brushes and brush holders. Renew of reset brushes if necessary.
6. Clean and lubricate direction and accelerating switches.
7. Inspect brake operation. Check clearance and adjust as required for proper operations. Clean or replace, if necessary.
8. Clean hoistway pits and inspect equipment in them.
9. Inspect working parts of all governors for free operation.

10. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
11. Check retiring cam operating and make necessary adjustments or corrections.
12. Examine all wire ropes and fastenings, check and adjust rope tension.
13. Examine traveling cables for wear and position.
14. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensation and equipment.
15. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
16. Lubricate selector drive screws and guides and clean contacts if necessary.
17. Clean and lubricate automatic slow down and stopping switches on top of cars.
18. Clean car position indicators, adjust and maintain as necessary.
19. Inspect, clean and lubricate car guides (unless roller guides are used).
20. Check car fan motors for proper operation.
21. Inspect drive and secondary sheaves, clean if required.
22. Check bearings for proper operation and wear.
23. Examine machine gear teeth for cutting or noise.
24. While riding on top of cars, physically check condition and operation of door locking equipment.
25. Perform electrical test of door interlock circuits.
26. Examine door locks and door closer equipment. Clean door channels.
27. Examine car and counterweight guide shoe and fastenings.
28. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
29. Remove car station cover, blow out, clean or lubricate switches and buttons.
30. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.

31. Thoroughly examine and clean starter and control panels.
32. Check, clean and adjust operation of slow down and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation
33. Blow out and vacuum controller motors and M.G. Sets.
34. Check machine gear oil, seal any oil leaks, examine gear teeth, refill with fresh oil, if necessary.
35. Check and clean machine brake, reassemble and readjust as necessary. Disassemble and replace worn components.
36. Clean and lubricate hatch door hanger tracks and door arms.
37. Examine care and counterweight wire hoist ropes, governor rope for wear and condition. Re-rope if necessary.
38. Clean rails, hatch walls, car top, pit, overhead sheaves and beams, as needed. Check bracket bolts for tightness.
39. Perform annual no load safety test as per current code and authority having jurisdiction.
40. Perform a five-year safety test (contract speed, full load) as per the current code and authority having jurisdiction.
41. All parts subject to rust will be painted as required to maintain a presentable appearance.
42. Check monthly to be sure the car lights and alarm system operate when on emergency power (emergency power battery pack) as per ANSI A17.1, Rule 211.
43. Examine and clean the buffers. Oil if necessary. Perform “hand test” of plunger return.
44. Perform actual test of safety at lowest operating speed, with no load.
45. Guide rails to be kept properly lubricated, secured, and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
46. Report any potential problems or deficiencies to the City’s Designee.

- VII. **Performance Requirements:** It is the intention of these specifications that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should the City of Durham find through investigation or that of this representative that these standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) days period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the City of Durham.

The following are performance levels, which are a part of the original design, and which shall be maintained at all times:

1. Contract speed of all elevators, dumbwaiters, and escalators shall be maintained, and brake-to-brake flight times shall be maintained as originally installed.
 2. Leveling accuracy of all elevators shall be maintained at all times.
 3. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANS A17.1 code, yet assuring minimum standing time at each floor.
 4. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
 5. "Variable car and hall door hold open times shall be maintained in accordance with original design." Deviations from this will not be permitted.
- VIII. The Contractor shall perform all necessary examinations, adjustments, and maintenance of elevators at the manufacturer's specified speed under all conditions of load; and shall initially adjust and maintain car leveling to within ½" of exact level at all floors under all conditions of loading: examine, adjust, and replace, if necessary, all safety devices, including governors; examine and equalize tension of all hoisting ropes and compensation ropes and whenever necessary to insure maintenance of adequate safety factors in accordance with these specifications.
- IX. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- X. Contractor shall renew all hoisting ropes and governor ropes as often as necessary to:
(1) Maintain an adequate factor of safety and not less than 80% of the designed rope strength at all times; and (2) (as per A17.2) not exceed 40 broken wires in any lineal foot of rope. Replacement ropes shall meet all code requirements, and be equal to or better than the original ropes in design, material, construction and strength as specified by the elevator manufacturer.

- XI. Contractor shall repair or replace conductor cables when necessary to maintain them in good operating conditions.
- XII. When necessary, the contractor shall replace guide shoes or rollers as required to insure smooth and quiet operation.
- XIII. At regular intervals and as necessary as needed, the contractor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counter-weight frames, car tops, bottom off platform and remove and dispose of dirt and accumulated rubbish from pits and machine room floors.
- XIV. The Contractor will submit as required, a written report to the City to indicate compliance with maintenance requirements, time spent on emergency callbacks and major repairs of replacements.
- XV. All annual inspection tests shall be conducted as outlined in American Standard Safety Code for Elevators. The annual inspection reports shall be prepared in triplicate for each elevator and copies forwarded to the respective department.
- XVI. Test to be “no load” test. Run car down as slow speed with governor jaws set until safety jaws top motion of car. Reset safeties.
- XVII. Governors shall be calibrated on all elevators with a tachometer by disconnecting governor cable from sheave and spinning governor by mechanical means. Readjust governor if tripping speed does not conform to Table #206.2a of the ANSI Code, latest edition. Seal governor after completion of this operation to conform to code.
- XVIII. All first examinations, inspections, tests and reports as specified in these specifications shall be conducted by the contractor within two weeks following award of contract and confirmed with respective departments.
- XIX. Upon a completion of each inspection, contractor shall obtain the signature of a representative designated by the respective departments on a statement showing that inspection has been performed as specified and indicating the time spent on the inspection.
- XX. Contractor shall promptly correct any defects that may be found in testing and examinations and shall so advise the representative of the City of any such defects and what corrective action was taken.
- XXI. **Spare Parts** - Contractor shall have available or be able to secure, delivered at job site within 24 hours, a sufficient supply of emergency approved parts for the repairs of each elevator. These would include any and all parts required for any elevator under contract. All parts including proprietary parts and lubricants shall be equal to or better than genuine manufacturer’s parts are not acceptable and will not be permitted.

- XXII. **Additional Repair Services** – Repairs not included in the Full Elevator Maintenance Services contract require a written cost proposal of labor hours and material costs. Transportation, trip charges, shipping costs and other expenses will not be paid separately, and are to be included in the cost proposal. The cost proposal(s) must include “down” times, if the elevator must be “down” for an hour(s). Credits and discounts shall be given to the City of Durham, if the awarded contractor exceeds the “down” time hours stated in their cost proposal because of labor unavailability or scheduling conflicts. All repairs not covered under the terms and conditions of this contract require a written cost proposal from the awarded contractor and approved by the City of Durham.
- XXIII. **Inspections** – Contractor shall provide elevator services and repairs, if the City of Durham receives any Department of Labor (DOL) inspections report for repairs and/or deficiencies within ten (10) days of receipt of written inspection report. Any City elevator that is unsafe to operate shall be immediately tagged “OUT OF SERVICE” and the unsafe elevator shall be serviced and repaired immediately.
- XXIV. **Records** – Contractor shall submit monthly service reports for each City elevator to the City’s Designee. The service reports shall include but not limited to, all maintenance work, repairs, RJ form, trouble calls, and etc. Contractor shall submit all records to the City’s Designee a week before the contract expires.
- XXV. **Emergency Callback Service** - The Contractor shall provide at all times (8 hrs. per day, 8:00 a.m. - 4:00 p.m., Monday through Friday) emergency callback service at no additional cost which consists of responding (responding means being on the job site) within a 30 minute period to request(s) by an authorized representative of the City of Durham to restore an elevator to service in a case where a shutdown or emergency should develop between routine maintenance.
1. This callback service and any work covered by the scope of these specifications to be done; shall be performed as a part of this contract; however, the City will pay the premium on all callback service after normal working hours.
 2. Contractor shall return during first normal working hours following the callback service, and shall perform maintenance, repairs, and/or replacement of parts if and as necessary to place elevator in first class operating condition as required by these specifications.
 3. Holidays will be observed as follows: New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after Thanksgiving Day and Christmas Day and any additional day(s) the City of Durham will observe for Christmas.

For more information on holidays observed by City Government of the City of Durham see City Code, Section 14-16 “a” and 14-16 “b”.

The City will pay the premium for callback service on these holidays only.

XXVI. Additional Provisions:

Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery.

Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Contractor or Contractor's employees.

If renewals or repairs are required under these conditions, the Contractor will obtain approval from the respective department before any repairs are made, giving an estimated cost to complete the renewal or repair.

If a person(s) is trapped in an elevator an immediate response within 30 minutes is required.

The contractor will furnish below the names of at least three (3) persons, of the contractor's personnel to be available for service calls on 24-hour emergency basis.

Name	Telephone No.	Cellular No.	Pager No.
1 _____	/ _____	/ _____	/ _____
2 _____	/ _____	/ _____	/ _____
3 _____	/ _____	/ _____	/ _____

YEAR ONE PRICING

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR ONE MONTHLY PRICE	YEAR ONE EXTENDED TOTAL (monthly price x 12)
1.	CITY HALL 101 City Hall Plaza Three (3) Passenger - DOVER	\$492.00	\$5,904.00
2.	CITY HALL 101 City Hall Plaza One (1) Service - DOVER	\$162.00	\$1,944.00
3.	CITY HALL ANNEX 101 City Hall Plaza One (1) Passenger - OTIS and Accessible Lift (outside)	\$202.00	\$2,424.00
4.	PARKS & RECREATION 400 Cleveland Street One (1) Passenger - Dover	\$117.00	\$1,404.00
5.	DURHAM ARMORY 212 Foster Street Accessible Lift	\$72.00	\$862.00
6.	WALLTOWN RECREATION CENTER 1308 W. Club Blvd. One (1) Passenger Schindler	\$107.00	\$1,284.00
7.	I. R. HOLMES RECREATION CENTER 2000 S. Alston Avenue One (1) Passenger – DOVER	\$107.00	\$1,284.00
8.	DURHAM STATION 515 W. Pettigrew Street: One (1) Passenger – Schindler	\$107.00	\$1,284.00
9.	POLICE HEADQUARTERS 505 W. Chapel Hill Street: Two (2) Passenger – Schindler	\$347.00	\$4,164.00
10.	GENERAL SERVICES 2011 Fay Street: One (1) Passenger Schindler	\$107.00	\$1,284.00
11.	SOLID WASTE FACILITY 1833 Camden Avenue: One (1) - Dover	\$117.00	\$1,404.00
12.	Police Headquarters Complex Main Street (Note: Future Project)	\$417.00	\$5,004.00

ELEVATOR SERVICES CONTRACT

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR ONE MONTHLY PRICE	YEAR ONE EXTENDED TOTAL (monthly price x 12)
13.	NORTH DURHAM WRF 1900 E. Club Blvd.: Two (2) Passenger/Service – DOVER	\$217.00	\$2,604.00
14.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - DOVER	\$107.00	\$1,284.00
15.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - SEDWICK	\$72.00	\$862.00
16.	WILLIAMS WATER TREATMENT PLANT 1405 Hillandale Road: One (1) Freight - MONARCH	\$142.00	\$1,704.00
17.	LAKE MICHIE DAM * One (1) Passenger/Service - McFatt Machinery Co. *This elevator was installed in 1925	\$142.00	\$1,704.00

Year One Pricing Total \$36,408.00

YEAR TWO PRICING

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR TWO MONTHLY PRICE	YEAR TWO EXTENDED TOTAL (monthly price x 12)
1.	CITY HALL 101 City Hall Plaza: Three (3) Passenger - DOVER	\$506.76	\$6,081.12
2.	CITY HALL 101 City Hall Plaza: One (1) Service - DOVER	\$166.86	\$2,002.32
3.	CITY HALL ANNEX 101 City Hall Plaza One (1) Passenger - OTIS and Accessible Lift (outside)	\$208.06	\$2,496.72
4.	PARKS & RECREATION 400 Cleveland Street One (1) Passenger - Dover	\$120.51	\$1,446.12
5.	DURHAM ARMORY Accessible Lift	\$74.16	\$889.92
6.	WALLTOWN RECREATION CENTER 1308 W. Club Blvd. One (1) Passenger Schindler	\$110.21	\$1,322.52
7.	I. R. HOLMES RECREATION CENTER 2000 S. Alston Avenue One (1) Passenger – DOVER	\$110.21	\$1,322.52
8.	DURHAM STATION 515 W. Pettigrew Street: One (1) Passenger – Schindler	\$110.21	\$1,322.52
9.	POLICE HEADQUARTERS 505 W. Chapel Hill Street: Two (2) Passenger – Schindler	\$357.41	\$4288.92
10.	GENERAL SERVICES 2011 Fay Street: One (1) Passenger Schindler	\$110.21	\$1,322.52
11.	SOLID WASTE FACILITY 1833 Camden Avenue: One (1) - Dover	\$120.51	\$1,446.12
12.	Police Headquarters Complex Main Street (Note: Future Project)	\$429.51	\$5,154.12

ELEVATOR SERVICES CONTRACT

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR TWO MONTHLY PRICE	YEAR TWO EXTENDED TOTAL (monthly price x 12)
13.	NORTH DURHAM WRF 1900 E. Club Blvd.: Two (2) Passenger/Service – DOVER	\$223.51	\$2,682.12
14.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - DOVER	\$110.21	\$1,322.52
15.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - SEDWICK	\$74.16	\$889.92
16.	WILLIAMS WATER TREATMENT PLANT 1405 Hillandale Road: One (1) Freight - MONARCH	\$146.26	\$1,755.12
17.	LAKE MICHIE DAM * One (1) Passenger/Service - McFatt Machinery Co. *This elevator was installed in 1925	\$146.26	\$1,755.12

Year Two Pricing Total \$37,500.24

YEAR THREE PRICING

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR THREE MONTHLY PRICE	YEAR THREE EXTENDED TOTAL (monthly price x 12)
1.	CITY HALL 101 City Hall Plaza: Three (3) Passenger - DOVER	\$521.96	\$6,263.52
2.	CITY HALL 101 City Hall Plaza: One (1) Service - DOVER	\$171.87	\$2,062.44
3.	CITY HALL ANNEX 101 City Hall Plaza One (1) Passenger - OTIS and Accessible Lift (outside)	\$214.30	\$2,571.60
4.	PARKS & RECREATION 400 Cleveland Street One (1) Passenger - Dover	\$124.13	\$1,489.56
5.	DURHAM ARMORY Accessible Lift	\$76.38	\$916.56
6.	WALLTOWN RECREATION CENTER 1308 W. Club Blvd. One (1) Passenger Schindler	\$113.52	\$1,362.24
7.	I. R. HOLMES RECREATION CENTER 2000 S. Alston Avenue One (1) Passenger – DOVER	\$113.52	\$1,362.24
8.	DURHAM STATION 515 W. Pettigrew Street: One (1) Passenger – Schindler	\$113.52	\$1,362.24
9.	POLICE HEADQUARTERS 505 W. Chapel Hill Street: Two (2) Passenger – Schindler	\$368.13	\$4,417.56
10.	GENERAL SERVICES 2011 Fay Street: One (1) Passenger Schindler	\$113.52	\$1,362.24
11.	SOLID WASTE FACILITY 1833 Camden Avenue: One (1) - Dover	\$124.13	\$1,489.56
12.	Police Headquarters Complex Main Street (Note: Future Project)	\$442.40	\$5,308.80

ITEM NO.	ELEVATOR LOCATION/ MODEL	YEAR THREE MONTHLY PRICE	YEAR THREE EXTENDED TOTAL (monthly price x 12)
13.	NORTH DURHAM WRF 1900 E. Club Blvd.: Two (2) Passenger/Service – DOVER	\$230.22	\$2,762.64
14.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - DOVER	\$113.52	\$1,362.24
15.	SOUTH DURHAM WRF 6605 Farrington Road, Chapel Hill, NC: One (1) Passenger/Service - SEDWICK	\$76.38	\$916.56
16.	WILLIAMS WATER TREATMENT PLANT 1405 Hillandale Road: One (1) Freight - MONARCH	\$150.65	\$1,807.80
17.	LAKE MICHIE DAM * One (1) Passenger/Service - McFatt Machinery Co. *This elevator was installed in 1925	\$150.65	\$1,807.80

Year Three Pricing Total \$38,625.60

TOTAL PRICING: \$36,408.00 + \$37,500.24 + \$38,625.60 = \$112,533.84