

REQUEST FOR PROPOSAL

GREATER FT. LAUDERDALE/BROWARD COUNTY CONVENTION CENTER

TITLE: PROPOSAL FOR MODERNIZATION OF EIGHT (8) ESCALATORS
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DATE ISSUED Thursday, March 12, 2020	SOLICITATION CLOSSES Tuesday, March 31, 2020 Time: @ 12:00 pm	SOLICITATION NO. SMG-BCCC-2020CP01	COMMODITY CATEGORY Machinery and Equipment
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S H I P T O	SMG/Broward County Convention Center Attn: Richard Fredette 1600 S.E. 17 th Street, Suite 400 Ft. Lauderdale, FL 33316 Phone: 954-765-5958	B I L T O	SMG/Broward County Convention Center Attn: Accounts Payable 1950 Eisenhower Blvd. Ft. Lauderdale, FL 33316 Phone: 954-765-5900
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SUBMIT PROPOSALS TO:
SMG/Broward County Convention Center Attn: Richard Fredette, Director of Operations 1600 S.E. 17 th Street, Suite 400 Ft. Lauderdale, FL 33316 Phone: 954-765-5958

**FOR INFORMATION
EMAIL ALL QUESTIONS TO:**

rfredette@ftlauderdalecc.com

with cc to:

jjohnson@ftlauderdalecc.com

ELECTRONIC BID PERMITTED: YES Electronic bidding is permitted for items quoted that meet specs exactly. Any item not specifically called out in this Solicitation and bid by a vendor must be presented in hard copy with cut sheets and comparison of alternate to base spec. Electronic bids may be submitted via email to: rfredette@ftlauderdalecc.com; With cc to: jjohnson@ftlauderdalecc.com

ARTICLE 1**INTRODUCTION****PROJECT DESCRIPTION/LOCATION**

The GREATER FT. LAUDERDALE/BROWARD COUNTY CONVENTION CENTER (the "Convention Center"), located at 1950 Eisenhower Boulevard, Ft. Lauderdale, FL 33316, through its facility manager SMG ("SMG" or "Operator"), seeks proposals for MODERNIZATION OF EIGHT (8) ESCALATORS (as detailed below). The Convention Center is owned by the Broward County Board of County Commissioners (OWNER) and is operated by SMG as a multifunction facility capable of hosting a variety of events including but not limited to conventions, conferences, trade shows, consumer shows, seminars, banquet events, etc.

PROJECT TIMING

The Convention Center is currently closed for a renovation and expansion project that is expected to be complete in October 2021, and the project must be 100% installed/delivered no later than date shown below in Article 3. Bidder should identify issues meeting delivery date in response.

Proposal shall be good for 60 days. SMG reserves the right to choose all or parts of proposals as per the best interest of the Convention Center and OWNER.

ARTICLE 2**WARRANTIES**

The materials and work solicited herein shall be warranted for a period of at least one (1) year following final acceptance, unless otherwise stated in specifications.

ARTICLE 3**CRITICAL DATES**

Bidders Notification	Thursday, March 12, 2020
Mandatory Pre-Bid Meeting, followed by Site-walk (Pre-Bid Meeting and Site Walk to be held at Convention Center, 1950 Eisenhower Blvd., Ft. Lauderdale, FL) RSVP TO jjohnson@ftlauderdalecc.com	Wednesday, March 18, 2020 @ 10:00 AM
RFI / Substitution (Request for Information-in writing) Deadline	Wednesday, March 25, 2020 @ 4:00 PM
RFI (Request for Information-in writing) Response	Friday, March 27, 2020
Bid Due Date & Time	Tuesday, March 31, 2020 @ 12:00 PM
Anticipated Award of Bid	Friday, April 3, 2020
Expected Delivery Date* <i>*But in no event later than October 15, 2021</i>	Between October 1 and October 15, 2021

- 4.1** The Bidder shall include a Total Price Proposal Amount on the Pricing Sheet attached.
- 4.2** The Bidder shall describe any potential problems, which may impact the delivery date.
- 4.3** The Bidder shall include a minimum of three (3) references for comparable installation efforts successfully performed by the Bidder within the last 60 months in similar projects.
- 4.4** Each Bidder is required to provide the following information in the amounts requested. Bidders who fail to provide any of the submittals requested will not be given consideration:
- a) Submit one (1) copy of Drawings (if applicable) and Product information sufficient to explain the bidder's proposed system/product and adherence to the bid specifications.
 - b) Submit one (1) copy of manufacturer's descriptive literature and manufacturer's fabrication specifications.
 - c) Submit one (1) copy of manufacturer's warranty if different from the Vendor's warranty as required in the Terms and Conditions.
 - d) A Certified Check, Cashier's Check or Bid Bond in the amount of FIVE PERCENT (5%) of the bid, made payable to SMG/Broward County Convention Center, will be required to accompany each bid.
 - e) Upon receiving the "Notice of Award", the successful bidder has TEN (10) CALENDAR DAYS to furnish SMG/Broward County Convention Center with a "PERFORMANCE BOND" in the amount of One Hundred Percent (100%) of the contract and a "PAYMENT BOND" in the amount of One Hundred Percent (100%) of the contract amount.
 - f) Upon receiving the "NOTICE OF AWARD", the successful bidder has TEN (10) CALENDAR DAYS to submit all required bonds, insurance, permits, and licenses, and meet with the SMG in a Pre-construction meeting to discuss any problems or questions pertaining to the project. It is the contractor's responsibility to contact the SMG's Project Manager immediately to arrange for the pre-construction meeting during the TEN (10) DAY PERIOD.
 - g) Submit one (1) copy of certificate of insurance as described below.
- 4.5** The project includes a base bid and the Alternate bid item, summarized as follows:

CONTRACT PREVENTIVE MAINTENANCE - Quote annual cost for three (3) year Preventive Maintenance Agreement with two (2), one (1) year extensions possible, commencing upon completion of the Warranty period specified in the Specifications and Requirements. Submit quote based upon terms and conditions of Owner's existing maintenance agreement specified in Section 143250. Base quotation on present labor

and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement with a cap of 5% year-over-year increase.

- 4.6** The Bidder shall forward one (1) original and one (1) copies of the Proposal to the address noted on the cover sheet of this Request for Proposal no later than time and date specified in Article 3. Proposal must be signed and sealed by a corporate officer, general partner, sole proprietor, (as applicable) or other authorized signatory having the authority to commit the Bidder in full.

ARTICLE 5

PAYMENT INFORMATION

Payments with regard to the Work will be made by SMG/Broward County Convention Center directly to Contractor. All items will be checked upon arrival to ensure each is in approved condition prior to payment. In the event progress payments are necessary, SMG will withhold ten percent (10%) retention from payment due the Contractor until final acceptance of the project is issued by SMG and the appropriate permitting authorities.

ARTICLE 6

BIDDING INSTRUCTIONS

Bidders shall submit one response per solicitation and shall not propose more than one price, model, and brand for each bid item on that solicitation. Should a bidder desire to submit multiple or alternate proposals each should be submitted in a separate solicitation and marked "ALTERNATE PROPOSAL."

All Proposals shall include but not limited to all permitting fees, freight, installation, insurance, Bonding, etc. All items shall be shipped to the Convention Center shall be Bidder's/Vendor's responsibility through manufacturing, transport, installation and commissioning. OWNER and the Convention Center shall take ownership after final sign off and close out is complete.

It is the Bidders' responsibility to specifically address the variances to Specifications as laid out in the Solicitation. Any Alternate Proposal that does not provide line item specification variance explanation where needed will be rejected if deemed non-compliant to this section by the evaluation Committee.

It shall be the contractor's responsibility to insure that all construction conforms to OSHA requirements and the oral or written instructions of SMG pertaining to the protection of the Owner's property and the safety and protection of all persons in or about the site of the work and contractor shall be responsible for any damage or injury to any person or property resulting from the contractor's failure to maintain adequate safeguards against the occurrence of accidents, injuries, or damages at the site of work.

Contractor acknowledges that the entire site within which this Project falls is a closed construction site as part of the Broward County Convention Center Expansion and Headquarter Hotel Project (the "BCCCH Project") and is controlled by the General Contractor, Balfour Beatty Construction ("BBC") and the Developer, Matthews Southwest ("MSW").

Contractor further acknowledges and agrees that all of Contractor's employees, and sub-contractors and their employees, will be required to attend BBC's Safety Orientation

prior to commencement of any Work on the Project, in order to obtain the required Safety decal for display on all individual hard hats in order to be identified as having permission to be working within the BCCCH Project site. All personal protective equipment (PPE) must be worn at all times while working on the Project as required by BBC. Failure to comply with the BBC safety program will result in expulsion from the Project and the BCCCH Project site.

During the performance of the Work, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

ARTICLE 7

SUBSTITUTION PROCESS

SUBSTITUTIONS

Should the proposer desire approval of some material or product other than that specified, it must submit a written request for approval of the substitute item in accordance with the following requirements:

1. Requests for approval of equals or substitutions must be made in writing and received by SMG no later 4:00 p.m. EST on the date in Article 3 – RFI / Substitution Submission deadline. Requests for substitution will not be considered after Notice to Proceed.
2. Requests for substitution will not be considered after established date.
3. All such requests must be made on the Substitution Request Form; see attached at end of this Section.
4. Any approval of the proposed equals or substitutions will be made by Addendum on as per the date in Article 3 – RFI / Substitution response date. Bidders shall not rely upon any approval not incorporated into the Contract Documents in this matter.
5. Requests received after this time will not be reviewed or considered. No request for approval will be considered unless submitted in accordance with this Section.
6. Final decision as to whether an item is an equal or satisfactory substitution rests with SMG.
7. Clearly mark manufacturer's literature to indicate equality in performance and appearance.

SUBSTITUTION REQUESTS

Every substitution request must state whether the item offered is an equal or equivalent to the specified product. The substitute material or product must be accompanied by its reference in the Contract Documents and complete catalog, technical and other information, as appropriate. In addition to requirements indicated on the Substitution Request Form, comply with following:

1. As required, include samples showing comparison of physical and other pertinent characteristics as required to establish equivalence of acceptability for the proposed application.
2. Where specific test results are required by the Contract Documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability.
3. The same guarantee/warranty described for the specified product is required for the substitution.

4. Coordination information, including a list of changes or modifications needed to other parts of the Work that will become necessary to accommodate the proposed substitution.
5. Cost information, including net change, if any.
6. Bidder shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the Bidder.
7. As required, provide a minimum of three (3) references for comparable systems and installation efforts successfully performed by the Bidder within the last 24 months where proposed substitute product has been used successfully, on a separate sheet, include names, addresses, date of installation and contact name and phone number of Owner or facilities manager.

SUBSTITUTION REQUEST FORM

SUBMIT TO:
SMG/Broward County Convention Center Attn: Julia Johnson 1950 Eisenhower Blvd. Ft. Lauderdale, FL 33316 Phone: 954-765-5906

Relative Project:

Name: _____

Address: _____

City/State: _____

Solicitation Number: _____

The undersigned request for consideration, the following product instead of the specified item for above Project:

Proposed Substitution: _____

Reason for Substitution: _____

REQUIREMENTS FOR REQUEST TO BE CONSIDERED – *To support the substitution, provide product data, dimensional data, photographs, samples, performance and test data, and project references as necessary to evaluate the substitution request. In addition, a side-by-side matrix must be included of the specified criteria comparing it to the proposed substitution.*

Submitted by:

Proposer: _____
(Print Name of authorized officer) (Signature of authorized officer) (Date)

Firm: _____

Address: _____

Contact Name / Email: _____ / _____

Telephone / Fax #: _____ / _____

TECHNICAL SPECIFICATIONS

General:

1) Modernization of eight (8) existing Montgomery escalators in the Convention Center.

SCOPE OF WORK: SEE SPECIFICATIONS AND REQUIREMENTS ATTACHED AS EXHIBIT "A"

I/we make the following Technical Specifications as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

I/we declare that all answers and statements made in the proposal are true and correct. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

1. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by SMG without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

2. I/we understand that neither OWNER nor SMG will reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of SMG and OWNER, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

3. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.

4. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

5. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Bidder

Title Date

EXHIBIT "A"

SPECIFICATIONS AND REQUIREMENTS

SCOPE OF WORK: Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform the Work described in the Specifications and Requirements and in the Contract Documents and related thereto for the Project.

CONTRACTOR ACKNOWLEDGEMENT

Contractor acknowledges that the entire site within which this Project falls is a closed construction site as part of the Broward County Convention Center Expansion and Headquarter Hotel Project (the "BCCCH Project") and is controlled by the General Contractor, Balfour Beatty Construction ("BBC") and the Developer, Matthews Southwest ("MSW").

Contractor further acknowledges and agrees that all of Contractor's employees, and sub-contractors and their employees, will be required to attend BBC's Safety Orientation prior to commencement of any Work on the Project, in order to obtain the required Safety decal for display on all individual hard hats in order to be identified as having permission to be working within the BCCCH Project site. All personal protective equipment (PPE) must be worn at all times while working on the Project as required by BBC. Failure to comply with the BBC safety program will result in expulsion from the Project and the BCCCH Project site.

INSPECTION AND ACCEPTANCE OF WORK

Inspection and final acceptance shall be conducted by the Director of Operations of SMG/Broward County Convention Center, and the appropriate permitting authority.

TIME OF COMPLETION

Removal of the existing escalators and delivery of the new escalators and all related Work **must be completed between October 1 and October 15, 2021**. Due to the nature of the facility, minor changes to this window may not be able to be accommodated. Any changes to this date must be approved by SMG, in writing, based on the event scheduling.

SECTION 00100 INSTRUCTIONS TO CONTRACTOR

PART 1 - GENERAL

1.1 EXAMINATION

- A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents, existing site conditions, and existing equipment specified to be retained for compatibility with its product prior to submitting quotation. Site review shall include, but not be limited to adequacy of access, retained equipment, escalator pits, machine rooms, overhead clearances, electrical power characteristics, structural supports, etc. Investigation and structural calculations required to determine compliance of existing escalator components

including machine support beams, with ASME A17.1, Rule 8.7.2.15.2, are responsibility of Contractor. Attach specific, written exception and/or clarification with the Bid documents. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Contractor and SMG, an Addendum to the specifications will be issued and authorized. SMG will not pay for change to building structure, structural supports, mechanical, electrical or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized as stipulated above.

- B. Submission of quotation is considered evidence that Contractor has visited and is conversant with the site facilities, site conditions, requirements of the Contract Documents, pertinent state and local codes, state of labor and material markets, and has made allowance in his quotation for all contingencies. Should Contractor's investigation of site conditions or local codes or rules reveal requirements contrary to Contract Documents, or if Contractor finds any discrepancies or omissions from Contract Documents, or if Contractor is in doubt as to their meaning, they shall provide their questions as instructed in the bid invitation letter by the specified deadline.
- C. Provide everything necessary for and incidental to the satisfactory completion of work required by Contract Documents. All required preparations and hoisting and movement of new equipment, reused equipment, or removal of existing equipment shall be the responsibility of Contractor, including any repair or replacement necessary to Escalator Surrounds.

END OF SECTION

SECTION 00800
SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITION OF TERMS

- A. The term CONTRACT or CONTRACT DOCUMENTS as used herein consists of the Agreement, Conditions of Contract, Specifications, Addenda, Drawings if included, and Alternates if accepted.
- B. CONTRACTOR or ESCALATOR CONTRACTOR as used herein refers to any persons, partners, firm, or corporation having a contract with SMG to furnish labor and materials for the execution of the Work required.
- C. CONTRACT AWARD as used herein refers to SMG's verbal or written award for work required.
- D. OPERATOR OR OWNER'S REPRESENTATIVE as used herein refers to SMG and its representatives.
- E. SUBCONTRACTOR as used herein refers to any persons, partners, firm, or corporation having a contract with Contractor to furnish labor and materials for the execution of work required.
- F. As used in these Contract Documents "provide" shall be understood to mean "furnish and install."
- G. As used in these Contract Documents "retain or reuse existing" shall be understood to mean restore existing components or parts to like-new condition.
- H. Words in the singular shall include the plural whenever applicable or context so indicates.
- I. All technical terms in these Contract Documents have their definition given in latest edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks ASME A17.1, A17.2.

1.2 PROTECTION OF WORK AND PROPERTY

- A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect SMG property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of SMG. Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. **Design of barricades in public areas shall be approved by SMG prior to fabrication and installation. Contractor shall submit barricade plan with bid submission. Contractor to provide barricades as agreed upon with SMG at upper and lower ends of all escalator units. Lower barricade to run the length of entire truss, and is anticipated to be approximately 19'-0" wide by 60'-0" long. Lower barricade to not impede access to convention space or public atrium. Upper barricade to extend 14'-0" maximum depth from the upper support (as to not**

impede access to existing bathrooms) and be approximately 19'-0" wide. Contractor shall supply Masonite at all finished flooring where material is stored and work is conducted.

- B. Contractor shall install a suitable protective covering on all finished floors whether marble, wood, carpet or other, in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.
- C. Portable fire extinguishers shall be provided throughout Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers will remain property of Contractor.
- D. Contractor shall at all times maintain work areas so all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.

1.3 STORAGE OF MATERIALS

- A. Contractor shall confine storage of materials on job site to limits approved by building management and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load. **All material supplied including tools and job boxes shall be confined within Contractors barricaded area as defined in 1.2 A above.**

1.4 REMOVAL OF EQUIPMENT AND RUBBISH

- A. Contractor shall remove and properly dispose of all rubbish as fast as it accumulates including all existing parts and components not retained, keeping building and premises clean during progress of work and leave premises at completion in a condition acceptable to building management. Store parts and components identified by SMG as useful for maintenance of units not being modernized as directed by building management. All other parts and components not retained shall become property of Contractor. **Dumpster shall be located in area to be designated by SMG.**
- B. Contractor shall be responsible for storing existing escalator parts and components on site that are identified by SMG. At a minimum, Motors & Gearbox are to be retained from both existing escalators, Controllers are to be retained from both escalators, all steps assemblies are to be retained and stored. Contractor to supply pallets for all retained components and shrink wrapped for ground freight shipping. Storage for retained components should be stored at designated storage area as defined by SMG.

1.5 MATERIALS AND WORKMANSHIP

- A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of SMG. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

1.6 SUPERVISION

Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for project satisfactory to SMG. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

PART 2 - SPECIAL CONDITIONS

2.1 PROGRESS OF WORK

- A. Upon final award, Contractor shall meet to confirm in writing a project schedule, in phases, from start to completion including equipment delivery dates based upon the information submitted on its quotation bid form.
- B. Contractor shall submit in writing monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

END OF SECTION

SECTION 01010
SUMMARY OF WORK

Part 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Remove Eight (8) existing Escalators and install Eight (8) New Escalators, using the existing truss.
- B. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.
- C. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.
- D. Applicable conditions of SMG's Terms and Conditions.
- E. Prime contracts are defined below and each is recognized to be a major part of required work to be performed concurrently in close coordination with work of other Contractors.
 - 1. This Contract: Escalator Removal and New Installation. Including associated work specified in Section 01900.
- F. Scope of Contract includes, but is not limited to, the following:
 - 1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
 - 2. Modernize or furnish and install equipment as specified utilizing existing and/or modified wellways and pit area.
 - 3. Specific item of required work which cannot be determined to be included in another contract is thereby determined to be included in prime contract.

1.2 PRIME CONTRACTOR'S DUTIES

- A. Prime Contractor's duties include the following:
 - 1. Provide and pay for labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of required work.
 - 2. Pay for legally required sales, consumer, and state remodel taxes.
 - 3. Secure and pay for required permits, fees and licenses necessary for proper execution and completion of required work, as applicable at time of quotation due date.
 - 4. Give required notices.
 - 5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of required work.
 - 6. Promptly submit written notice to SMG of observed variance of Contract Documents from legal requirements.
 - 7. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

1.3 WORK SEQUENCE

- A. Construct work in stages. Description and proposed sequence dates are as listed in Bid Form.

1.4 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents, and SMGs specific instructions.
- B. Do not unreasonably encumber site with materials or equipment. Staging area will be located as directed by SMG.
- C. Do not load structure with weight that will endanger structure. Coordinate with SMG.
- D. Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.
- E. Move stored products which interfere with operations of building or the operations of other trades.
- F. Obtain and pay for use of additional storage or work areas needed for operations.

END OF SECTION

SECTION 01040
PROJECT PROCEDURES

PART 1 - GENERAL

1.1 APPLICABLE CODES

- A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including revisions and changes in effect:
 - 1. Safety Code for Elevators and Escalators, ASME A17.1
 - 2. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
 - 3. Elevator and Escalator Electrical Equipment, ASME A17.5
 - 4. National Electrical Code, NFPA 70
 - 5. Americans with Disabilities Act, ADA A117.1
 - 6. Local Fire Authority
 - 7. Requirements of most stringent provision of local applicable building code.
 - 8. Life Safety Code, NFPA 101

1.2 STAGING AREA

- A. An equipment staging area will be available for use by Contractor. Contractor shall restrict usage to area designated and shall notify SMG/Property Management prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Do not store such equipment until approval is received. **Contractor is to store all material including tools and job boxes in barricaded area as defined in Section 00800.**

1.3 WORK PHASE

- A. See Bid Form.

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Within 45 calendar days after award of contract and before beginning equipment fabrication submit shop drawings and required material samples for review to SMG. Allow 7 days for response to initial submittal.
 - 1. Scaled or Fully Dimensioned Layout: Plan of wellway, pit, upper end, lower end and structural connection points.
 - 2. Design Information: Indicate equipment lists, reactions, and design information on layouts.
 - 3. Power Confirmation Information: Design for existing conditions.
 - 4. Finish Material: Submit 3" x 12" samples of actual finished material for review of color, pattern, and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include, if requested, signal fixtures, lights, graphics, Braille plates, and detail of mounting provisions.
 - 5. Design Information: Provide calculations verifying the following:
 - a. Adequacy of existing electrical provisions.
 - b. Adequacy of existing retained truss support beams/ building structure.
 - c. Adequacy of existing upper and lower ends (machine room and pit) and any necessary alterations that will be made.
 - 6. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

- B. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, Code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.

- C. Acknowledge and/or respond to review comments within 7 calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal. Contractor's revision response time is not justification for equipment delivery or installation delay.

1.2 FINAL CONTRACT DOCUMENTS

- A. See Section 01700, Project Closeout.
END OF SECTION

SECTION 01600
MATERIAL AND HANDLING

PART 1 - GENERAL

1.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.
- D. Allocate available site storage areas and coordinate their use with SMG and other Contractors.
- E. Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open.

1.3 INSTALLATION REQUIREMENTS

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install all equipment so it may be easily removed for maintenance and repair.
- C. Install all equipment for ease of maintenance.
- D. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- E. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Machine room equipment, and pit equipment.
 - 3. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.

1.4 MANUFACTURER'S NAMEPLATES

- A. Manufacturer's name plates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to Underwriter's Laboratories and code required labels.
- B. Each major component of mechanical and electrical equipment shall have identification plate with the Manufacturer's name, address, model number rating, and any other information required by governing codes.

1.5 COLORS OF FACTORY-FINISHED EQUIPMENT

- A. All colors will be selected from the Manufacturer's standard range unless custom colors are specified herein.
- B. Submit samples of all standard colors available and/or specified custom colors for review and approval. See Section 01300, Submittals.
- C. Submit samples of all specified architectural metals specified for review and approval. See Section 01300, Submittals.

1.6 MATERIALS AND FINISHES

- A. Steel:
 - 1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
 - 2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
 - 3. Structural Steel Shapes and Plates: ASTM A36.
- B. Stainless Steel: Type 302 or 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.
 - 1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in longest dimension.
- C. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.
- D. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" ±.005" thick, color and texture as follows:
 - 1. Exposed Surfaces: Color and texture selected by Architect.
 - 2. Concealed Surfaces: Contractor's standard color and finish.
- E. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-

resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted. For drywall surfaces, SMG will provide paint to match existing.

- F. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.
- G. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three (3) additional coats of enamel in the selected solid color.
- H. Glass: Laminated safety glass, minimum 1/2" thick, conforming to ANSI Z97.1 and CPSC 16 CFR Part 1201.

END OF SECTION

SECTION 01700
FINAL CONTRACT COMPLIANCE REVIEW

PART 1 - GENERAL

1.1 FINAL CLEANING

- A. See Section 00800, Supplemental Conditions, for contractual requirements governing site cleaning. As a minimum:
 - 1. Escalator wellways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust. Include walls, building beams, and all other associated equipment.
 - 2. Care shall be taken by workpersons not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
 - 3. The building and surrounding area shall be restored to the condition prior to the installation of the eight (8) required escalators, including any such modifications made to surrounding flooring, ceiling, wall coverings, and building entrances used for delivery and installation to complete the project scope.
 - 4. Clean down surfaces and areas which require final painting and finishing work.
 - 5. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.

1.2 OPERATOR'S FINAL OBSERVATION AND REVIEW REQUIREMENTS

- A. Review procedure shall apply for individual escalators, portions of groups of escalators and completed groups of escalators accepted on an interim basis, or escalators and groups of escalators completed, accepted, and placed in operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting SMG's final review. Work shall be considered ready for SMG's final contract compliance review when all Contractor's tests are complete and all elements of work or a designated portion thereof are in place and escalator or group of escalators are deemed ready for service as intended.
- C. Furnish labor, materials, and equipment necessary for SMG's review. Notify SMG five (5) working days in advance when ready for final review of group of escalators.
- D. SMG's written list of observed deficiencies of materials, equipment and operating systems will be submitted to Contractor for corrective action. SMG's review shall include as a minimum:
 - 1. Workmanship and equipment compliance with Contract Documents.
 - 2. Contract speed, capacity, floor-to-floor comply with Contract Documents.

3. Performance of following is satisfactory:
 - a. Starting and running
 - b. Stopping accuracy
 - c. Equipment noise levels
 - d. Signal fixture utility
 - e. Overall ride quality
 - f. Performance and operation of all safety devices and switches
 - g. Operations of remote monitoring devices
 - h. Operations of brake device

4. Test Results:
 - a. In all test conditions, obtain specified contract speed, stopping, and ride quality to satisfaction of SMG.

- E. Performance Guarantee: Should SMG's review identify defects, poor workmanship, variance or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of SMG at no cost as follows:
 1. Replace equipment which does not meet code or Contract Document requirements.
 2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
 3. Perform retesting required by governing code authority, SMG.

- F. A follow-up final contract compliance review shall be performed by SMG after notification by Contractor that all deficiencies have been corrected. Provide SMG with copies of the initial deficiency report marked to indicate items which Contractor considers complete.

1.3 OWNER'S REPRESENTATIVE'S INFORMATION

- A. Provide three (3) sets of neatly bound written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final payment will be withheld until data is received by SMG and accepted by SMG. Include the following as minimums:
 1. Straight-line wiring diagrams of "as-installed" escalator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are SMG's property.
 2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 3. Provide any necessary interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
 4. Lubrication instructions including recommended grade of lubricants.

5. Parts catalogs for all replaceable parts including ordering forms and instructions.
 6. Four sets of keys for each escalator set, for all switches and control features properly tagged and marked.
 7. Neatly bound instructions explaining all operating features including all apparatus in the car and lobby control panels.
 8. Neatly bound maintenance and adjustment instructions explaining areas to be addressed, methods and procedures to be used, and specified tolerances to be maintained for all equipment.
 9. Diagnostic equipment complete with access codes, adjusters' manuals and set-up manuals for adjustment, diagnosis and troubleshooting of escalator system, and performance of routine safety tests.
- B. Preventive Maintenance Contract: Furnish properly executed contract for continuing, preventive maintenance. Utilize terms provided in  Section 143250 provided.
- C. Acceptance of such records by SMG/Owner shall not be a waiver of any Contractor deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with Contract Documents.

END OF SECTION

SECTION 01800
MAINTENANCE

PART 1 - GENERAL

1.1 WARRANTY MAINTENANCE

- A. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance of all modernized escalators by SMG. Warranty maintenance should expire for concurrently for all escalators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain escalator machine pit in clean condition.
- B. Use competent personnel, acceptable to the SMG, supervised and employed by Contractor.
- C. The warranty maintenance period specified in Item 1.1 A. above shall be extended one (1) month for each three (3) month period in which equipment related failures average more than .25 per unit per month.
- D. Warranty maintenance to be performed per the terms of  Section 143250.

1.2 CONTRACT PREVENTIVE MAINTENANCE

- A. Preventative maintenance beyond the said 12-month warranty period is being quoted as an Alternate.

END OF SECTION

SECTION 01900
RELATED WORK

PART 1 - GENERAL

1.1 RELATED WORK BY CONTRACTOR

- A. Removal and disposal of Eight (8) existing escalators serving Levels 1 and 2 and Levels 2 and 3, while maintaining and reusing existing truss. All site preparation as required for new escalators. This work is including but not limited to ingress and egress to the building necessary for removal of existing escalator equipment and delivery of new escalator units; surrounding flooring, drywall, ceilings, lighting, wall covering, temporary barricades, glass, metal work, etc. All work is inclusive for demolition and reinstallation.

- B. Wellway and Pit
 1. Clear, plumb wellway with variations not to exceed 1" at any point.
 2. Floor pockets and/or structural beams for support of escalator truss at each end. Steel supports, if used, shall meet deflection requirements of AISC Specifications for Design, Fabrication, and Erection of Structural Steel for Buildings.
 3. Fire rated enclosure of escalator truss including ends, sides, and bottom in ceiling plenum.
 4. Patching and finishing around escalator landing plates after installation.
 5. Drywall cladding and finishing (including paint) of exposed truss surfaces.
 6. Waterproof pit. Indirect waste drain or sump with flush grate and pump. Sump pump/drain capacity minimum 3,000 gallons per hour, per escalator. Provide variance from AHJ if condition is not met.
 7. Protect open wellways during construction per OSHA Regulations and Owner Requirements.
 8. Permanent glass railing or enclosure around upper landing escalator wellway opening and at inclined portion of escalator not adjacent to a wall.
 9. Protect escalator truss, steps, landing plates, balustrades, handrails, and special metal finishes from damage.
 10. Venting or other means to prevent accumulation of smoke and gas in escalator trusses required by Local Building code.
 11. Fire sprinklers per local code requirement with protective guards. Sprinklers are to be installed at lower base of truss and tied into existing sprinkler lines.

- C. Electrical Service, Conductors and Devices
 1. Light with guard and GFCI convenience outlet in each pit and machine room space.
 2. Three phase mainline copper power feeder with true earthen grounding to terminals of each escalator controller in the machine room space with protected, lockable "open," disconnect switch.
 3. Fire alarm initiating devices in each escalator pit. Provide alarm initiating signal wiring from connection point to escalator controller terminals. Device to provide signal for general alarm and interruption of escalator operation.

4. Temporary power and illumination to install, test, and adjust escalator equipment.
- D. Escalator Surrounds
1. Carpet flooring at Levels 1, 2 and 3. Any required repair to match existing finish.
 2. Drywall on existing trusses. Any required repair to match existing finish. SMG will provide paint to match existing.

END OF SECTION

SECTION 14310
ESCALATORS

PART 1 -- GENERAL

RELATED WORK

The following sections contain requirements that relate to this section and are performed by other trades:

1. Section 01040 -- Coordination
2. Section 01500 -- Construction Facilities and Temporary Controls (protection of floor openings and personnel barriers, temporary power and lighting)
3. Section 16100 -- Electrical (electrical service to main disconnect)

EXISTING SYSTEM DESCRIPTION

Performance Requirements for escalators are defined as follows:

Quantity:	8
Unit Identification:	Escalators 1 - 8
Floors Served:	1, 2 and 3
Speed:	Ascend and descend at a nominal speed of 100 feet/minute (0.5 M/sec.)
Vertical Rise:	20 feet, and 0 inches (Escalator Contractor must verify that the vertical rise meets this measurement and that the vertical rise complies with Florida Building Code.)
Nominal Step Width:	32 inches (800 mm)
Power Supply:	480 VAC/3 Phase/60 Hertz
Maintenance Period:	12 months

QUALITY ASSURANCE

- A. Manufacturer: The manufacturer shall provide new escalator equipment manufactured by a firm with a minimum of five (5) years of experience in fabrication of escalators modernization systems equivalent to those specified. Equipment provided for the modernization shall represent manufacturer's latest technology. Refurbished, re-conditioned, or re-built original style components shall NOT be acceptable. Material provided or installed by a third party shall NOT be acceptable, except as to repair or replacement of drywall surround of the existing escalator trusses.
- B. Installation: The manufacturer shall modernize, install, and service/maintain escalators, and shall be capable of demonstrating no less than three (3) references for similar projects of

size and scope successfully completed within the last five (5) years. **Installation process shall NOT require welding on the existing units inside the existing building.**

- C. Regulatory Requirements: The design and installation of the modernized escalator system shall comply with the latest version of ASME A17.1 in affect at the start of manufacturing.
- D. Permits and Inspections: The manufacturer shall provide licenses and permits, including permits from Broward County and/or the City of Fort Lauderdale, and perform required inspections and tests.

REFERENCES

Referenced industry and government standards include the following:

- A. ANSI/NFPA 70, National Electrical Code
- B. ASME A17.1, Safety Code for Elevators and Escalators
- C. ASME A17.3, Safety Code for Existing Elevators and Escalators.
- D. CAN/CSA C22.1, Canadian Electrical Code
- E. CAN/CSA-B44, Safety Code for Elevators and Escalators
- F. Local Building Codes
- G. Model Building Codes

PART 4 -- SUBMITTALS

Manufacturer shall submit the following:

- A. Product Data: manufacturer's product data for each system proposed for use, including the following: Samples, color charts, etc. can be entered here.
- B. Shop Drawings: layout drawings or product literature including the following:
 - 1. Maximum loads imposed on the building structure at all support points.
 - 2. Rise of existing escalator.
 - 3. Dimensions of existing escalator.
 - 4. Electrical characteristics and connection requirements of new equipment.
- C. Installation methodology and sequence of work in CPM format.
- D. Operation and Maintenance Manuals: **2** manufacturer's standard operation and maintenance manuals in hard copy and **1** in electronic format.

DELIVERY, STORAGE, AND HANDLING

- A. Should the building or the site not be prepared to receive the escalator equipment on the agreed upon date, the owner or general contractor shall be responsible for providing a suitable storage area on or off the premises.
- B. Should the storage area be off site and the equipment not yet delivered, the escalator modernization contractor, upon notification from the owner or general contractor, shall divert the escalator equipment to the storage area at no additional cost to the escalator modernization contractor. If the escalator equipment has already been delivered to the site, the owner or general contractor shall be responsible for transporting the escalator equipment to the storage area. The escalator equipment shall be stored and removed from storage to the job site in a timely manner at no cost to the escalator modernization contractor.

WARRANTY

The escalator modernization contractor guarantees the materials and workmanship of the apparatus furnished under these specifications. The escalator modernization contractor shall make good any defects which may develop within one (1) year from the date of acceptance of each escalator not due to: ordinary wear and tear; vandalism; improper or insufficient maintenance by others; abuse, misuse, or neglect; or any other cause beyond the control of the escalator modernization contractor.

MAINTENANCE SERVICE

The project includes a base bid and the Alternate bid item, summarized as follows:

CONTRACT PREVENTIVE MAINTENANCE - Quote annual cost for three (3) year Preventive Maintenance Agreement with two (2), one (1) year extensions possible, commencing upon completion of the Warranty period specified in the Specifications and Requirements. Base quotation on present labor and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement with a cap of 3% year-over-year increase.

PART 2 -- PRODUCTS

ACCEPTABLE MANUFACTURERS/CONTRACTORS:

KONE Inc.
Schindler Elevator Corporation
Thyssenkrupp
Otis Elevator

EQUIPMENT

All new escalator equipment described in this section shall be of the same design as the equipment provided by the escalator modernization contractor in new installation applications.

- A. Truss: **The existing truss shall be reused.** The following work shall be performed:
1. Upper and Lower End:
 - a. Removal of track and support brackets.
 - b. Removal of access cover support plates.
 - c. Removal of selected truss cross members.
 - d. Removal of handrail support return brackets.
 2. Incline:
 - a. Removal of top and return track
 - b. Removal of handrail return brackets.
 - c. Modification to truss cross members.
 3. Cleandown of the existing truss removing all remnants of oil, grease, lint, dirt and debris from the unit.

4. Inspection/analysis of the existing welds, rivets and overall structure.
- B. Isolation Mounting: Existing isolation mounting shall be reused.
- C. Upper, Lower, and Incline Modules: Upper, lower, and incline modules shall be designed and fabricated for installation into the existing truss.
1. The upper end module shall include the drive machine, track sub-assemblies, and truss interface components. The track sub-assemblies shall be welded steel plate construction. The left-and right-hand plates shall be connected by structural steel tube cross members. The following components shall be directly mounted to the upper end module: Top and return curve track; Step guidance system; Handrail guidance system; Skirts and support brackets; Access cover and combplate support angles; Safety devices and associated mounting brackets, including skirt switches, missing step detector, step out of level detector, and handrail speed sensors.
 - a. Drive Machine: A totally enclosed, planetary geared machine, specially designed for this service shall be furnished. It shall include a drive motor and electro-magnetic brake. The machine shall be mounted in the upper end module to truss interface brackets and integrally attached to the track sub-assembly plates and be connected by separate direct drive shafts to both the step drive sprocket and the handrail friction drive sheave. Handrail drive chains shall NOT be provided. The drive machine shall be designed to substantially match speeds of the step band and handrails. Lubrication of the gears and bearings shall be by synthetic based oil bath.
 - b. The escalator(s) shall be equipped with a motor(s) designed for escalator service. The motor shall be of totally-enclosed fan-cooled (TEFC) design, ball bearing type, integrally and horizontally mounted to the drive machine. The motor shall be flange mounted to the main drive gear case and torsionally connected to the gearbox. Driving motor and motor switchgear shall be designed to provide a smooth start, which shall prevent undue strain on drive components. The motor shall be of sufficient size to operate the escalator at a minimum of Code-rated load, ascending without exceeding the rated horsepower.

Each escalator shall be provided with a permanent magnet ceramic brake, located on the high-speed shaft which, when activated, shall stop the escalator as required by Code, upon activation of a stop button, safety device, or loss of power.
 - c. Permanent Magnet Ceramic Brake: A load compensating brake system shall be installed. The brake shall be capable of automatically stopping the escalator quickly but gradually and shall hold the escalator stationary under full load whenever the power is interrupted. The brake shall be "fail safe" and electrically released. The system shall continually adjust brake torque to maintain a relatively constant deceleration independent of the load. The brake shall not cause the escalator to come to an abrupt stop. It shall be designed to meet ASME A17.1-2000 Code deceleration requirements without adjustment.

- d. Upper Reversing Station: The Upper Reversing Station and drive shall include a precision-machined step chain sprocket mounted on the machine output shaft and rotating on bearings.
2. The lower end module shall include the reversing station, track sub-assemblies, and truss interface components. The track sub-assemblies shall be welded steel plate construction. The left and right hand plates shall be connected by structural steel tube cross members. The following components shall be directly mounted to the lower end module: Top and return curve track; Step guidance system; Handrail guidance system; Skirts and support brackets; Access cover and combplate support angles; Safety devices and associated mounting brackets, including skirt switches, missing step detector, step out of level detector, and step upthrust device.
 - a. Lower Reversing Station: The Lower Reversing Station shall consist of a machined floating track system designed to maintain proper tension on the step chain by use of springs. It shall be designed to maintain uniform chain tension and shall detect movement of the carriage through the activation of a safety switch.
 3. Incline Modules: Modular multi-purpose stanchion assemblies shall be installed on the incline of the existing truss and attached to the existing truss cross-members. These incline support stanchions shall be fabricated of steel and mounted to the existing truss. They shall be designed to support all incline track sections and handrail guide components as part of the complete step band. These stanchions shall be pre-assembled and fixtured to set track spacing, as well as step and handrail guidance components, prior to installation into the existing truss.

D. Step Band

1. Step Guidance: A step guidance system shall be provided to control the movement of the steps both horizontally and vertically. Each step shall be provided with horizontal guide pads, which shall guide the steps throughout their travel, in combination with a continuous guide profile installed in the area of the escalators open to passengers. A17.1-2000 Code Step/Skirt Performance Index requirements shall be met without the need for skirt deflector brushes.
2. Step Chain: The step band shall consist of consecutively running steps powered and spaced with a chain designed for long life and quiet operation. The step chain shall properly mesh with the main drive sprockets and lower reversing station castings. The chain shall be an engineering class roller chain, manufactured to close tolerances, from high quality material with heat-treated bushings, pins, and link plates.
 - a. **Lubrication-free chain:** The escalators shall be designed using Lubrication-free chain. The chain shall be designed to reduce oil use and life cycle costs.
3. Steps: The steps shall be formed from one-piece die cast aluminum with closely spaced tread and riser cleats. Step rollers shall rotate on sealed ball bearings. The step shall be connected to the chain by a pin and bushing. Vertical curved step risers shall be furnished with vertical cleats arranged to pass between the cleats of the tread on the adjacent step to form an inter-meshing unit with minimum clearances.

- a. The number of level steps at each end of the escalator shall be two, wherever possible.
 - b. Step demarcation inserts shall be provided on the sides and rear of each step. The inserts shall be fabricated from reinforced structural plastic, shall be easily replaced and shall be approximately 1.5 inches (38mm) wide at the sides and approximately 1.5 inches (38 mm) wide at the rear. Inserts shall be attached to the step without the use of visible fasteners. The color of the demarcation inserts shall be yellow per ASME A17.1-2000
4. Tracks: New tracks shall be designed and fabricated to support and retain the steps and running gear at the rated load and at the highest speed specified. Tracks shall be assembled and secured together for easy removal and replacement of sections. The system shall be adjustable, with no welding of the track sections at the joints. Tracks shall be properly supported on stanchions to provide correct alignment and smooth transition to return stations. The rolling surface of the incline track shall be a minimum thickness of 3 mm. The transition track shall be a minimum thickness of 10mm. The guiding surface of the wheels shall be galvanized steel profiles with smooth and even running surfaces. Joints shall be cut diagonally to the running direction. A second, continuous step guiding profile shall be provided above the step chain rollers.

E. Combplates and Access Covers

1. Comb Plates: Adjustable comb plates shall be located at the top and bottom landings. The comb plates shall support injection molded, reinforced structural plastic comb segments which shall be designed to be removable and to mesh with the cleats on the step treads. The skid resistant comb plates shall be designed to sense both horizontal and vertical movement of the comb segments. Comb segments shall be colored yellow.
2. Access Covers: Lightweight aluminum access covers shall be provided. The design of these skid resistant access covers shall allow for ease of maintenance. These covers shall be provided at both upper and lower landings and match the pattern of the new combplates.

F. Decks/Balustrades/Frontplates/Skirts/Interior Trim

1. Decks: All existing escalator decking shall be removed, and new escalator decking shall be provided in a #4 Stainless Steel finish. The new decking shall be fabricated in such a way so as to interface with the existing escalator cladding / wall finishes, or any required modifications required to match the new decking shall be included in the escalator contractor's scope of work.
 - a. Newel Ends: Both the upper and lower newel end deck and handrail base shall be new. The new newel ends shall support the handrail around the newel through the use of a new multi-roller bearing system to minimize drag and maximize handrail life.
 - b. Handrail Base: New handrail base shall be provided. New plastic handrail guide channels shall also be installed.

Deck Guards: Escalator units in this specification are required to have deck guards per ASME Code. The guards can either be provided by the escalator modernization contractor or the owner. The deck guards are required at the upper and lower end.

2. Glass Balustrades: Glass Balustrades shall be provided between the escalator decks and the handrails. The Balustrades shall be constructed of 1/2 – inch (12 mm) tempered glass and shall be installed without mullions between the panels.
 3. Frontplates: Stainless steel frontplates shall be provided at upper and lower ends designed to include the handrail inlet device and key actuated direction starting switch. The handrail inlet device shall be a four-piece door/gate assembly.
 - a. Control Station: At both the upper and lower landings, located near the handrail inlet, a station shall be provided which shall include a key actuated direction starting switch. The escalator will not restart automatically. It must be restarted with the key after it has shut down.
 4. Skirts: The skirts shall be constructed from a heavy gauge material reinforced with steel channels. Skirts shall be fastened to the truss modules with hidden fastenings in the incline and transition areas. Skirt panels shall be installed without overlapping joints or requiring trim pieces to cover where two skirt panels meet. The skirt panels will be finished in Teflon coated 11-gauge stainless steel #4 satin finish.
 5. Interior Trim: Interior trim pieces shall be aluminum and designed to connect the skirts and inner panels together.
- G. Handrails: Escalator handrails, properly constructed and reinforced, shall be provided. Handrails shall be endless with a smoothly vulcanized splice and shall operate with the moving steps. The handrails shall move on specially formed guides and traction sheaves. These sheaves shall be an integral part of the drive machine. Close fitting guards shall be provided by the handrail openings in the newel base. The handrail color shall be black. Handrails / Handrail drive shall be of the V-Groove type. Flat handrail type shall not be acceptable.
- H. Controls and Wiring
1. Controller: The controller shall be of the microprocessor type. The controller shall monitor the condition of each safety device, brake, and motor operation, and shall cause the escalator to come to a stop upon activation of any safety device, brake problem, or motor overload. Should a power failure occur, the controller shall automatically remove power from the motor, and brake, and bring the escalator to a controlled stop. The controller shall include phase and overload protection.

Detection shall be via radar style detectors located in the front plate at both upper and lower ends of the unit. An inverter shall be provided, allowing the device to be regenerative in nature during overhauling loading conditions.
 2. Wiring: A pre-assembled wiring harness shall be installed, complete with modular assemblies for the upper end, incline section, and lower end of the truss. The upper and lower end assemblies shall be constant and consistent from unit to unit. The incline assembly shall be variable by length only. Both upper and lower harnesses shall have terminal boxes for easy access and troubleshooting capabilities. In

conjunction with the low voltage/low power circuitry, S.O. cord shall be installed between terminal boxes and individual safety switches.

3. Each escalator shall be equipped with Stand-by / Sleep mode operation. The stand-by operation will comply with ANSI A17.1, 2010 Code Requirements.
 - a. There shall be two means of detecting passengers at each end of the escalator for redundancy and for detection of failure in the passenger detection means
 - b. The speed of the escalator shall not vary during Inspection Mode. (Stand-by Operation) must not operate while in Inspect Mode.)
 - c. A VVVF Power Control system shall be provided in conjunction with the stand-by-power system. It shall be Regenerative in nature and shall return clean power to the building grid in an “overhauling” condition.
 - d. Systems which burn off regenerated power through resistors or some other means shall NOT be acceptable.

I. Safety Devices:

1. Reversal Stop Device: Each escalator shall be provided with a reversal stop device or function that is controller sensitive to stop the escalator automatically should the escalator attempt to reverse its direction while operating in the ascending direction.
2. Broken Step Chain Device: A broken step chain device, a part of the lower reversing station assembly, shall be provided for each chain. When these devices are activated, the escalator will come to a controlled stop.
3. Step Upthrust Device: A step upthrust device shall be located on each side of the lower curve track on the lower end of each escalator. The escalator will come to a controlled stop should a step be displaced against the up-thrust track.
4. Comb-Step Impact Device: A comb-step impact device shall be provided at the upper and lower comb plates. The escalator will come to a controlled stop should an impact occur between the comb segments and steps.
5. Skirt Obstruction Device: Skirt obstruction devices shall be provided, at both upper and lower ends, within the skirt panels. The escalator will come to a controlled stop should an obstruction occur between the step and skirt panel. Switches shall be of the plunger, self-resetting type, adjustable to maintain the required position and clearance from the skirts.
6. Missing Step Device: Missing step devices shall be provided. The missing step devices are designed to detect a missing step or steps at the upper and lower ends of the escalator. When these devices are activated, the escalator will come to a controlled stop.
7. Step Demarcation Lights: Step demarcation lights shall be furnished at the top and bottom of each escalator. They shall consist of a light fixture installed just below the track system where the step leaves or enters the comb plate. This fixture shall be furnished with two independent green fluorescent lamps and shall be capable of lighting the entire width of the step. The light, which shall be visible between the

steps and the step and comb segment, shall provide a reference point for entering or exiting the escalator.

8. Handrail Entry Device: A handrail entry device shall be provided at the handrail inlet in the newel. The escalator will come to a controlled stop should an object enter the handrail inlet area.
 9. Handrail Speed Monitoring Device: A magnetic sensor shall be provided to sound the alarm when the handrail deviates from the step speed by 15% or more. If the deviation lasts for more than 2-6 seconds, the escalator will come to a controlled stop.
 10. Emergency Stop Buttons: Emergency stop buttons shall be provided, designed so that the momentary pressure of either button shall cut off the electrical power supply to the motor and bring the escalator to rest.
 - a) One emergency stop button shall be located at each landing. Location shall be in the existing newel upper radius quadrant, 45 degrees above horizontal, in order to provide easy access. The stop button shall be red in color.
 - b) The button shall be housed under a clear, high impact resistant plastic cover, which shall be self-closing. Instructions for operating the stop button shall be imprinted on the cover in half-inch high letters. When the cover is lifted, an audible alarm shall sound until the cover is returned to its closed position.
 11. Safety Signs: A pictorial sign meeting the requirements of the ASME A17.1 Code shall be provided at both the upper and lower landings. The safety signs will be provided in English. (Option French or Spanish)
 12. Stop Switch in Machinery Spaces: Each escalator shall be provided with stop switches in the upper and lower pits. When these switches are activated, the escalator will come to a controlled stop.
 13. Step Level Devices: Step level devices shall be provided at the upper and lower ends of the escalator to detect downward displacement of the step prior to it reaching the combplates. When these devices are activated, the escalator will come to a controlled stop.
 14. Step Guards: Escalators in this specification are required to have step guards. Step guards will be provided in the upper and lower pit. The step guard will protect a mechanic from the step band.
- J. Pre-Assembled Escalator Modules: Escalator modules included in this specification shall be completely pre-assembled by escalator modernization contractor prior to shipment to the job site. Such modules have specific access requirements. In accordance with information provided by the escalator modernization contractor, adequate access to the location of final modernization shall be provided by the general contractor or owner.

PART 3 -- EXECUTION

PREPARATION

Acquire field dimensions and examine condition of truss, supports, and other conditions under which this work is to be performed. Do not proceed with work until unsatisfactory conditions are corrected.

INSTALLATION

Install all escalator components except as specifically provided for elsewhere.

1. The following items must be complete PRIOR TO DELIVERY AND INSTALLATION:
 - a. **Barricade Requirements**
OSHA approved safety barricades around all wellway openings.
 - b. **Access Requirements**
Access to the site must be available.
 - c. **Protection Requirements**
Provisions to protect the escalator equipment from damage throughout completion of the entire project.

2. The following items must be complete PRIOR TO FINAL ASSEMBLY:
 - a. **Site & Storage Requirements**
Working and storage areas clean, dry and protected from the weather.
 - b. **Power Requirements**
Maintain existing permanent three phase and single-phase power for escalator assembly and testing.

DEMONSTRATION

The escalator modernization contractor shall make a final check of each escalator operation with the owner or owner's representative present prior to turning each escalator over for use. The escalator modernization contractor shall determine that control systems and operating devices are functioning in accordance with the specification.

END OF SECTION

SECTION 143250
MAINTENANCE SPECIFICATION



ELEVATOR AND ESCALATOR MAINTENANCE
SCOPE OF SERVICES

The purpose of this specification is to place into operation a continuing system of full maintenance to provide necessary systematic service and preventive maintenance for all of the Equipment described herein. Any items of work, inspections, parts and service, listed herein, shall not be construed as "limiting" the CONTRACTOR'S Services, rather as minimum requirements.

SCOPE OF WORK

All Equipment under this Rider shall be maintained in first class operation, furnishing all material and labor, and complying with all requirements of the current American National Standard Code for Elevators, Dumbwaiters, Escalators and Moving Walks (ANSI).

LIST OF EQUIPMENT COVERED (CURRENTLY WEST BUILDING ONLY)

1. The 8 new modernized escalators
2. (4) Schindler escalators
3. Inside freight 20034746
4. North Passenger 20034742
5. South passenger 20209479

PREVENTIVE MAINTENANCE SCHEDULE

Contractor agrees to provide the necessary examination frequency to reflect the Contractor's Maintenance Methods (CMM) in accordance with the profiles defined for each make and type of vertical transportation located at each SMG Venue. Contractor will provide a detailed CMM schedule for each property of the maintenance program to be performed.

MINIMUM TIME ON JOB SITE

Contractor shall furnish a qualified elevator mechanic on the job site for performance of examinations and preventative maintenance. Said elevator mechanic shall provide preventative maintenance at the job site maintenance at the job site in accordance with CMM profile for each piece of equipment.

PREVENTATIVE MAINTENANCE HOURS-MECHANICS CHECK-IN

Contractor's mechanic shall check into the manager's or maintenance office when he arrives and when he leaves the building. Copies of the mechanic's time tickets, verifying time spent each visit, what work was performed, and parts used, shall be left with building manager or maintenance supervisor. All records for work performed may be accessed through the Contractor's eService reporting system and event driven emails sent by Contractor.

EXPERIENCE WITH COMPARABLE EQUIPMENT

The Contractor must show its employees have ample previous experience maintaining comparable equipment to be able to provide the necessary preventative maintenance to maintain the elevator and escalator equipment in first class condition. Contractor must also show its employees are equipped with the necessary parts and tools.

ALTERATIONS AND ADDITIONS

Contractor shall make no alterations or additions to the Equipment without prior written approval from Venue management.

The maintaining of this Equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

EXAMINATION OF PREMISES

Contractor shall be held to have examined the premises and satisfies itself as to the existing conditions under which it will be obligated to operate in performing its Services hereunder.

EXTENT OF COVERAGE - TRACTION ELEVATORS

In connection with the provision of its Services hereunder, Contractor shall use personnel directly employed, trained, and supervised by the Contractor.

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- Elevator Machines- Geared/Gearless.
- Controllers, Selectors, Dispatchers, and Relay Panels. Machine Brakes and Brake Pulleys.
- And Parts thereof: including:
 - Hoisting Motors.
 - Selector Motors, Exciter and Regulator.
 - Worms, Gears, and Thrusts.
 - Bearings.
 - Rotating Elements.
 - Brake Magnet Coils.

- Brushes, brush Holders, and Commutators.
 - Brake Shoes, Linings, and Pins.
 - Windings and Coils.
 - Contacts, Relays, and Timers.
 - Resistors and Transformers.
 - Solid State Devices.
 - Emergency Lighting.
 - Fireman's Service Equipment.
 - Deflector, Secondary and all other Sheaves, Shafts, Bearings and Assemblies.
 - Automatic Power Door Operators, Landing and Car Door Hangers, Landing and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Bottom Door Guides, Manual Door Closers, and Auxiliary Door Closing Devices.
- Keep guide rails properly lubricated, except where roller guides are used.
 - Replace guide shoe gibs or rollers, when conditions warrant, providing smooth and quiet operation.
 - Repair or replace control cables, when conditions warrant.
 - Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.
 - Re-lamp all signals during regular examination only, except where building maintenance personnel have union jurisdiction.
 - Furnish lubricants compounded to the Contractor's specifications.
 - Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety device:
 - Interlocks and Door Closers. Car and Counterweight Buffers.
 - Overspeed Device Governors, Governor Tension Sheave Assemblies, and Car and Counterweight safeties.
 - Limit, Landing, and lowdown, Switches. Door Protective Devices and Alarm Bells.
 - Conduct all tests as required by the current elevator code. This includes annual no load safety and governor test and a 5-year full load safety test.
 - Periodically equalize the tension in all hoist ropes. Replace all wire ropes and fastenings, when conditions warrant.
 - Examine, and when conditions warrant, regroove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.
 - Periodically examine, lubricate, adjust, and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:
 - Car and Corridor Operating Push Buttons.
 - Load Weighing Equipment.

- All Hall Lanterns, Car Position and Hall Position Indicators, Lobby Control Panels, Car Operating Panels, and all other Signal and Accessory Facilities furnished and installed as part of the whole equipment.

EXTENT OF COVERAGE - HYDRAULIC ELEVATORS

The conditions of the entire basic contract form as to service, coverage, term, personnel, etc., hereinbefore included apply to hydraulic elevators, and the following provisions are added:

Maintenance, repairing, and replacing items, as follows are the responsibility of the Contractor:

- Power plant complete, consisting of its enclosure, pump, motor, power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories.
- Entire controller and motor starter, including accessories.
- Entire "jack unit", including everything except excluded items listed hereinafter.
- Repair or replace conductor cables and hoistway and machine room wiring in such a way as to maintain the percentage of spare conductors present at the signing of this Agreement. Minimum number of spare conductors shall be 5%.
- All piping, fittings, and accessories; such as, vibration dampeners, silencers, etc., between the pumping plant and the jack unit, if already installed. Underground piping not included.
- Emergency lighting, if furnished and installed by same manufacturer.
- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, manual door closers, and auxiliary door closing devices.

Conduct all tests and cylinder leakage test on all hydraulic elevators in accordance with the current elevator code requirements.

Re-lamp all signals during regular examinations.

EXTENT OF COVERAGE-ESCALATORS

In connection with the provision of its Services hereunder, Contractor shall use personnel directly employed, trained, and supervised by the Contractor.

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

Escalator Drive Machines. Motors and Brakes.

Controllers and Switches. Handrail Drive Devices. Handrails.
And Parts thereof, including:

- Worms and Gears.
- Bearing and Thrusts.
- Windings, Commutators and Rotating Elements.
- Contacts, Coils, Switches and Relays.
- Resistors and Magnet Frames.
- Resistors and Magnet Frames.
- Demarcation Strips, Risers, and Rollers.
- Handrail Chains, and Drive Chains.
- Step Tracks and Handrail Tracks.
- Sprockets, Pulleys, and Gears.
- Drive Belts and Timing Belts.
- Tension Devices.
- Combs and Comb plates (combs are billable, when damaged by others).
- Landing Plates.
- Lubricators.
- Under Steps and Comb Lighting.
- Safety Devices.

Perform an annual test of all operating and safety devices and governors using the applicable provisions of the current elevator code as a guide. Furnish ten (10) days advance notice of tests.

Provide written report of tests and file with proper authorities.

Perform a total cleandown of escalator equipment, including pits, pans, and balustrade interiors, as conditions warrant.

Wax handrails, as required, to provide smooth quiet operation.

NOTE: Step Index Tests are not included for those units that are not equipped with escalator skirt brushes.

Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened and aligned. The Contractor shall be responsible for advising the Owner of the necessity to replace these products, but shall not be responsible for the cost of such replacement cleaning to be by Owner on routine basis).

HOURS OF SERVICE

The Contractor shall perform all work hereunder, except emergency minor adjustment call back service, during the regular working hours and the regular working days of the elevator trade.

- Should the Venue require examination, cleaning, lubrication, adjustments, repairs, or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the Venue will compensate the Contractor for the overtime

bonus hours at the Contractor's normal billing rates.

- Contractor agrees to provide a 24/7 phone monitoring service on units in this Agreement. This service will be provided at no additional cost to the Venue, however if existing phone system is not compatible, Contractor will conduct a survey of the equipment and provide a separate quotation for the installation of a new phone system.

CONDITIONS OF SERVICE - GENERAL, ALL UNITS

The Venue is to provide the Contractor with full and free access to the equipment to render services thereon.

Contractor shall maintain at all times the original contract speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted. During servicing, contractor shall provide barricades.

Contractor shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer' s operating performance. A copy of evaluations will be left with the Venue and reviewed withit on request.

EXCLUDED SERVICES

The following items of elevator equipment, hoistway, and machine room enclosures are not included in this Rider:

Elevators -Hydraulic

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, well hole casing, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.

Elevators - Traction

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat

sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, pit pumps, emergency power generators, motor generators , light tubes and bulbs.

Escalators

Renewal of refinishing of balustrades, trim and moldings, decks, skirts, guards, exterior truss enclosures, lighting, power lines to escalators, steps, step treads, step chain, anti- slide devices, brushes, guards and damage or deterioration to escalator skiti deflector brushes.

The Venue agrees that escalators are for the sole purpose of transporting passengers, to prevent other items from being transported on escalators and agrees to prevent safety devices from being damaged.

ALL VERTICAL TRANSPORTATION EQUIPMENT

- The Contractor shall be required to make all tests specified by governing code and ordinance, but shall not be required to install new devices on the Equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacement with parts of a different design for obsolete or discontinued parts, or to perform cleaning of cab interior and exposed sills.
- Alignment of guide rails and or escalator truss
- Should any of the Equipment not meet safety requirements, it shall be the responsibility of the Venue, at its cost, to make necessary repairs and to place the Equipment in a condition, which will be acceptable for coverage under the terms of this Agreement.
- Contractor shall not be liable for damage to the building structure resulting from these tests, unless such damage results from the negligence or willful misconduct of Contractor, its agents or employees.

WIRING DIAGRAMS, INSTRUCTION MANUAL, ETC.

The Venue agrees to furnish the Contractor, to the extent available, for the Contractor's use for as long as this contract shall remain in effect, a complete set of electrical wiring diagrams for all of the Equipment covered by this Rider, together with all additional helpful information; such as instruction manuals, lubrication charts, etc., that are available to the Venue from the manufacturers, at no cost.

The Contractor shall protect and maintain the above materials and shall, on discontinuance of this Rider, return the documents in first class condition to the Venue.

The Contractor shall provide and maintain in each machine room, a maintenance schedule and record, a call back and repair log, and shall make these documents available to the Venue on request. All service records can also be accessed by Contractor's eService reporting system and event driven emails.

CERTAIN OTHER CONTRACTOR & SMG RESPONSIBILITIES

Except as otherwise specified herein, Contractor shall not be obligated to make other safety tests herein, Equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. Additionally, except as otherwise specified herein, Contractor shall (i) not be required to perform and keep records of firefighter's service testing, , and (ii) not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values.

Contractor shall not be obligated to make changes or adjustments required by new or retroactive code changes, unless as provided in Section 1.A(i) of this Agreement, Contractor and SMG mutually agree in advance on the additional costs associated with such changes or adjustments. Contractor will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this Agreement. Contractor will not be required to make renewals or repairs necessitated by water damage, prior water exposure , rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. Contractor shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

Obsolete items are excluded from this Agreement. Obsolete items and the labor to replace them will be at the expense of the SMG Venue. Obsolete items are defined as follows: An item (i) for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design and (ii) which may include but not be limited to assemblies, parts, components or systems. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing Equipment necessary to accommodate replacement components will also be at SMG Venue' s expense. Contractor will not be required to furnish reconditioned or used parts.

Any work not specifically covered under this Agreement shall be at the expense of the applicable SMG Venue, provided such SMG Venue authorizes such work in advance, in writing.

Safety: SMG agrees to cause each SMG Venue to rep011 any condition that may indicate the need for correction before the next regular examination. SMG agrees to cause each SMG Venue to shut down the equipment upon manifestation of any irregularities in operation or appearance of the Equipment and to notify Contractor within 24 hours or sooner. Each SMG Venue shall provide written notification within ten (10) days after any occurrence or accident in or about the Equipment. Contractor reserves the right to discontinue work at an SMG Venue whenever, in its reasonable opinion, its personnel do not have a safe work environment.

Contractor shall keep elevator/escalator pits clean of all debris, dirt, relating to general housekeeping. Each SMG Venue agrees to maintain dry conditions at all times. Should water or other liquids become present, the applicable SMG Venue shall contract with others for removal and the proper handling of such liquids and or soil contaminants.

END OF SECTION

**Exhibit B – BID FORM
Pricing Sheet**

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for installation of the work solicited herein, in accordance with bid specifications, for the price of:

TOTAL PURCHASE PRICE (Includes, but not limited to: permit fees, insurance, performance bond; freight/shipping costs, and installation.):

\$ _____

Please attached to Bid Form-Pricing Sheet the proposed Phasing Schedule for the Project.

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the RFP documents and conditions at the Site, and has had the opportunity to receive and/or review all reference reports and documents related to Site conditions;
2. Has the equipment, technical ability, experience references, personnel and facilities to properly complete, coordinate and administer the Contract, should it be awarded to it, in accordance with Contract Documents;
3. Is of the opinion that the Contract Documents are appropriate and adequate for the construction/completion of this Project;
4. Has the expertise and experience to perform the Work in conformance with the Contract Documents and requires no additional information.

Bidder:

(Print Name of authorized officer) (Signature of authorized officer) (Date)

Address:

Contact Name / Email:

_____ / _____

Telephone / Fax #:

_____ / _____



**Contractor Agreement
For Modernization of Eight (8) Existing Escalators**

CONTRACT GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into all agreements between SMG/Broward County Convention Center (“Convention Center” or “SMG”) and _____ (“Contractor”). If there is a conflict between any other terms and conditions of the Contractor Agreement and the terms and conditions set forth herein, the terms and conditions set forth herein shall prevail.

1. Term Conditional.

Contractor acknowledges and understands that SMG operates and manages the Convention Center pursuant to an agreement with the Broward County Board of County Commissioners (“Broward County” or “Owner”), (the “Operating Agreement”). Contractor further acknowledges and understands that notwithstanding any other provision of this Contractor Agreement, Contractor agrees that SMG may terminate this Contractor Agreement without liability for such termination if the Operating Agreement is otherwise terminated by the Broward County. In addition, and in SMG’s sole discretion, SMG may assign this Contractor Agreement to any successor operator and/or manager of the Convention Center selected by the Broward County Board of County Commissioners.

2. Time of Completion.

The Contractor shall have **until no later than Friday, October 15, 2021** for Final Completion of the Project. Due to the nature of the facility, minor changes to this window may not be able to be accommodated. Any changes to this date must be approved by the SMG, in writing, based on the event scheduling.

Should the Contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the Contractor shall become liable to the SMG for all loss and damage which the SMG may suffer on account thereof. It is agreed and understood that it, and will be, difficult and impossible to ascertain and determine the actual damage which the SMG will sustain in the event of, and by reason of, such delay. It is therefore agreed that the Contractor will pay to the SMG in liquidated damages the sum of **\$1,000.00** per day for each and every day of delay beyond the time herein prescribed for completion of the project. In case same is not paid, the Contractor agrees that the SMG may deduct the amount of liquidated damages from any money due or that becomes due the Contractor under this contract. All deductions from any money due the Contractor are considered to be liquidated damages and not a penalty.

The remedies provided for under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the SMG shall be entitled to under other terms and conditions of this Contract. Failure of SMG to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and signed by the SMG prior to quoted completion date.

The Contractor shall not be charged with resulting damage if:

A. The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to act of God, acts of the public enemy, acts of the SMG, acts of another contractor in the performance of a contract with the SMG, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and

B. The Contractor, within ten (10) days from the beginning of such delay, (unless SMG grants a further period of time before the date of final payment under the contract) notifies SMG in writing of the cause(s) of delay. SMG shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties.

2. Performance Bond and Payment Bond.

Within ten (10) calendar days of being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to SMG the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Paragraph 3.

Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that Contractor will, upon notification by County, correct any defective or faulty work or materials which appear within one (1) year after Final Completion of this Contract.

Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.

3. Qualification of Surety.

Bid Bonds, Performance Bonds, and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

A) Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

B) The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. Section 223.10, Section 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

C) The surety company shall have at least the following minimum ratings. A surety company that is rejected by County may be substituted by the Bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

500,001 to 1,000,000	A, A-	Class I
1,000,001 to 2,000,000	A, A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

4. Independent Contractor.

Contractor shall at all times during this engagement be and remain an independent Contractor and not an employee of SMG. Contractor shall be solely responsible for the payment of all required taxes. SMG will not provide workmen’s compensation, health insurance, life insurance, retirement or any other benefits to Contractor or its employees.

5. Work For Hire.

(a) Ownership by SMG. ALL WORK DONE BY CONTRACTOR FOR SMG SHALL BE DEEMED WORK MADE FOR HIRE AND SHALL BELONG EXCLUSIVELY TO SMG. Without limitation of the foregoing, SMG is and shall be the owner of all existing or prospective uses or applications, reports, manuals, materials, inventions, programs, processes, specifications, software, system designs and enhancements and their products and results created or worked upon by Contractor, either alone or in conjunction with others, at any time during the period of this Contractor Agreement (collectively, “intellectual property”). Contractor will promptly disclose to SMG in writing all intellectual property and Contractor hereby assigns and transfers to SMG all of Contractor’s right, title and interest in and to any and all intellectual property, whether or not patentable.

(b) Copyrights, etc. SMG shall have the right to apply for and obtain patents, copyrights and other applicable formal means of recognition of exclusive rights to intellectual property. Whenever requested so to do by SMG, and without further compensation or consideration, but at the expense of SMG, Contractor shall promptly execute and assign any and all applications, assignments and other instruments which SMG shall deem necessary in order to apply for and obtain any such desired patents, copyrights, or similar rights, or in order to assign and transfer to SMG, or to its nominee, the sole and exclusive right, title and interest in and to any intellectual property, or any applications thereof or patents thereon.

(c) Scope of work and compensation. In accordance with Contractor’s Proposal dated _____, RE: GREATER FT. LAUDERDALE/BROWARD COUNTY CONVENTION CENTER REMODERNIZATION OF EIGHT (8) ESCALATORS PROPOSAL attached as Appendix A. All applications for payment shall be submitted to the address indicated in the purchase order. SMG will pay the Contractor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number. In the event that progress payments are necessary, SMG will withhold ten percent (10%) retention from payment due the Contractor until final acceptance of the project is issued by SMG and the appropriate permitting authorities.

6. Confidential Information.

(a) Definition. For purposes of this Contractor Agreement, the term “Confidential Information” means any

proprietary, confidential or non-public information concerning SMG, Broward County or the Greater Fort Lauderdale/Broward County Convention Center, their subsidiaries or affiliates, whether disclosed to Contractor directly or indirectly through an agent or advisor, in writing, orally or electronically, including, without limitation, information relating to projects, know-how, financial data, designs, processes, plans, strategies, forecasts, market intelligence, concepts, assets, contractors, suppliers and guest information, pricing information, marketing strategies, purchasing, sales and other business methods and agreements, compensation information, trade secrets, trademarks or service marks, operating data, organizational and cost structures, now or hereafter existing or previously developed or acquired. The status and terms of any discussions between SMG and Contractor regarding the services provided by Contractor shall also be treated as Confidential Information.

(b) Exceptions. Notwithstanding the provisions of paragraph 6(a), Confidential Information shall not include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by SMG to Contractor; (ii) becomes publicly known and made generally available after disclosure by SMG to Contractor through no action or inaction of Contractor; (iii) is properly possessed by Contractor before receipt thereof from SMG; or (iv) which is independently developed by Contractor without any reliance on Confidential Information.

(c) Return of Information. Upon completion and/or termination of this Contractor Agreement, or upon the earlier written request of SMG, Contractor will immediately deliver to SMG without making or retaining any copies, notes or excerpts thereof in any form or manner, all Confidential Information and any and all copies thereof.

(d) Non-use and Non-disclosure. Contractor agrees not to use any Confidential Information, including any Confidential Information it may have received prior to the date of this Contractor Agreement, for any purpose, except to evaluate and engage in discussions concerning the provision of services to SMG. Contractor shall not disclose, disseminate, publish or communicate Confidential Information, except to those of its employees and/or affiliates who are required to have the information in order to evaluate or engage in discussions concerning the provision of services to SMG. Contractor shall be responsible and liable for the actions of its employees and affiliates with respect to the Confidential Information and shall fully cooperate with SMG in enforcing any rights of SMG against any such person in connection with a breach of this Contractor Agreement.

(e) Government Request. If Contractor or its affiliates are requested or required (by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Contractor will provide SMG with prompt notice of such request(s), to the extent permitted by law, so that SMG may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Contractor Agreement. If in the absence of a protective order or the receipt of a waiver hereunder Contractor or its affiliates are nonetheless, in the opinion of their respective counsel, compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other liability, censure or penalty, Contractor or its affiliates may disclose such Confidential Information to such tribunal without liability hereunder; provided, however, that Contractor or its affiliates (a) shall give SMG written notice of the Confidential Information to be so disclosed as far in advance of its disclosure as is practicable, (b) shall furnish only that portion of the Confidential Information which is legally required, and (c) cooperate with SMG at SMG's expense and request to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

(f) Maintenance of Confidentiality. Contractor agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Contractor shall take at least those measures that it takes to protect its own highly confidential information and shall ensure that its employees and affiliates who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees and affiliates. Contractor irrevocably agrees and accepts (i) full responsibility for causing its shareholders, officers, directors, employees, agents or affiliates to

comply with the terms set forth herein and (ii) liability for the breach of any provisions of this Contractor Agreement by any such parties.

7. Remedies.

Contractor agrees that any violation or threatened violation of this Contractor Agreement may cause irreparable injury to SMG, entitling SMG to seek temporary and permanent injunctive relief without the necessity of posting a bond or other security in addition to all other legal and equitable remedies.

8. Notice.

Any notice, approval, request, authorization, direction or other communication under this Contractor Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to SMG; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, in each case to the following address:

AS TO SMG:
General Manager
SMG/Greater Fort Lauderdale/Broward County Convention Center
1600 SE 17th Street, Suite 400
Fort Lauderdale, FL 33316

With a Copy to:
Richard Fredette, Director of Operations
SMG/Greater Fort Lauderdale/Broward County Convention Center
1600 SE 17th Street, Suite 400
Fort Lauderdale, FL 33316

AS TO CONTRACTOR:

9. Confidentiality Term.

The obligations of confidentiality hereunder shall remain in force and effect for a period of five (5) years from the later of: (i) the date hereof or (ii) the termination of any and all agreements between the Contractor and SMG.

10. Assignment.

This Contractor Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Contractor Agreement.

(a) By Contractor. Except as otherwise provided herein, this Contractor Agreement may not be assigned by Contractor except to a wholly-owned subsidiary or affiliate of Contractor, without the written consent of SMG, which consent may be withheld, conditioned or delayed for any reason or without cause.

(b) By SMG. This Contractor Agreement may be assigned by SMG to any person or entity upon written notice of such assignment to Contractor.

11. Insurance.

During the Term of this Agreement, Contractor shall maintain (a) worker's compensation insurance with at least the statutory limits and (b) comprehensive general liability insurance in the following amounts: General Aggregate, Products Comp/Op Agg, Personal & Adv Injury, and Each Occurrence - \$1,000,000 each; Fire Damage - \$50,000; Med Exp - \$5,000. Prior to commencing work, Contractor shall present SMG with certificates of insurance evidencing the insurance coverage required above and naming the following as additional insureds: SMG, Greater Fort Lauderdale/Broward County Convention Center and the County of Broward, Florida, their Officers, Directors, Agents and Employees.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co- insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subcontractor's Insurance: The contractor shall agree to cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified herein, unless the contractor's insurance provides coverage on behalf of the subcontractor. When requested by the SMG, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

A sample certificate is attached for reference.

12. Governing Law; Jurisdiction.

This Contractor Agreement shall be governed by and interpreted under the laws applicable in the state of Florida. Contractor hereby submits to the jurisdiction of all courts located in Ft. Lauderdale, Florida with respect to any action or proceeding arising out of this Contractor Agreement and hereby waives any venue or other objection which it may have to any such action or proceeding being brought in any court located in Ft. Lauderdale, Florida.

13. Permits.

Contractor represents and warrants to SMG that it has all licenses and permits required by any governmental authority, whether Federal, State, Regional or Local, in order to provide the services described in the Contractor Agreement for SMG.

14. No Payments to Government Officials.

Contractor has not taken, and will not take, any action in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to any government official (including any officer, employee or official of a government, a government-controlled entity or any person acting in an official capacity for or on behalf of any of the foregoing) (collectively, "Government Official") or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Government Official for the purposes of: (1) influencing any act or decision by such Government Official to do or omit to do any act in violation of his or her lawful duty, (2) securing any improper advantage, or (3) inducing such Government Official to use his or her influence with a government or instrumentality to affect any act or decision of the government or entity for the benefit of SMG's business.

15. Indemnification.

Notwithstanding any other obligation to indemnify set forth in this Contractor Agreement, the Contractor shall indemnify, defend and hold harmless SMG and the Broward County Board of County Commissioners, together with their respective members, agents, officers, advisors, assignees, and employees (and such obligation shall survive the termination of this Contractor Agreement) from damages, liabilities, judgments, injunctions, writs, debts and harm resulting from any actions, demands, claims, suits, or proceedings, including, but not limited

to, taxes, reasonable costs and expenses, reasonable attorney's fees and court costs through final appeal, arising out or in connection with any of the following:

(a) any damage or injury to any Person (including, without limitation, SMG and the Broward County Board of County Commissioners) or to the property of any such Person that arises out of the provision of services to SMG;

(b) any injury suffered by the employees, agents, invitees or licensees of the SMG or the Broward County Board of County Commissioners, or any contractor;

(c) any infringement of any patent, license, trademark or other protected rights used by SMG in connection with the provision of services to SMG;

(d) any failure on the part of the Contractor to comply with any applicable laws;

(e) any claim of any employee of the Contractor based on the applicable laws relating to labor or social security matters;

(f) any claim for damages or injury to any Person (including, without limitation, SMG and the Broward County Board of County Commissioners) or to the property of any such Person that arises out of a breach of this Contractor Agreement, or the negligence of willful acts of the Contractor; and

(h) any liability arising under Environmental Laws in connection with the provision of services to SMG and the Convention Center.

16. Entire Agreement.

This Contractor Agreement supersedes all prior agreements and understandings between the parties respecting the subject matter hereof and constitutes the entire agreement between the parties. No representations or statements made by any representative of SMG which are not stated herein shall be binding.

17. Amendments.

This Contractor Agreement may be amended only in writing executed by both parties. No waiver by any party of any breach of the covenants set forth herein, or any rights or remedies provided hereunder, shall be deemed a waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.

18. Severability.

If any provision of this Contractor Agreement is held invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully legal, valid or enforceable.

SMG/BROWARD COUNTY CONVENTION CENTER:

Signature:

Printed Name:

Date:

Contractor

Signature:

Printed Name:

Date:
