

**INVITATION FOR BIDS
ROANOKE REGIONAL AIRPORT COMMISSION**

BID NUMBER: 18-021

**PREVENTIVE MAINTENANCE AND SERVICE OF
TWO (2) SCHINDLER 9300 AE ESCALATORS**

BID OPENING DATE:

January 24, 2019

BID OPENING TIME:

2:00 P.M.

I. INSTRUCTIONS TO BIDDERS

A. General

1. The Roanoke Regional Airport Commission is seeking bids for:

The annual preventive maintenance and service of two (2) Schindler 9300 AE escalators to be performed on a monthly basis for a period of five (5) years at Roanoke-Blacksburg Regional Airport.

2. Submit bid quotation on the blank bid form included herein, filling in all spaces and information; failure to answer all questions, provide all information and return all pages of this Request for Bid may be cause for disqualification of the bidder.
3. All bids must be signed by an authorized representative of the responding firm.
4. The bid must be presented in an opaque envelope and must be sealed, marked and addressed as follows:

Roanoke Regional Airport Commission
Administrative Offices
5202 Aviation Drive, N.W.
Roanoke, Virginia 24012
Attention: Erin Henderson-Contracts Administrator

Place in lower left hand corner:

Preventive Maintenance and Service of Escalators
Bid Number: 18-021
Roanoke Regional Airport, Roanoke, Virginia
Class A or Class B Virginia Contractor No. _____

5. Only bids received in the Commission's Administrative Offices, Second Floor Terminal Building, prior to 2:00 PM on January 24 2019 shall be considered. Bids received after the bid opening time will be deemed late and remain unopened.
6. No bid will be received and tabulated or considered, nor any contract awarded, unless the bidder has demonstrated in its bid that it is properly licensed as a contractor as required under the Code of Virginia (1950), as amended.

7. EVALUATION: Bids will be evaluated on the basis of the lowest total price bid for the preventive maintenance and service of the two (2) Schindler 9300A escalators for a period of five (5) years.
8. Any questions concerning this Invitation for Bids shall be provided in writing to Erin Henderson, Contracts Administrator by January 17, 2019, 2018 by email at erinh@flyroa.com **otherwise, Bidders shall not contact any Commission employee concerning the bids.**
9. Virginia Freedom of Information Act: All proposals or bids and any related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including, without limitation, Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents and materials submitted to the Commission shall be the exclusive property of the Commission and are not subject to copyright and, as such, may be copied; however, the release of such documents shall be governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

B. Additional Requirements for Completion of Bids

1. Each Bidder shall include on the bid form the name of at least three current commercial references for similar preventive maintenance services for escalators, including the name and telephone number of a contact at the reference company.
2. Any changes, including corrections of omissions and discrepancies that may be made to this Request for Bids will be in the form of an Addendum which will be provided to all Bidders. Receipt by the Bidder of such addenda shall be acknowledged on the bid form.
3. The scope of work, including the detailed specifications and other requirements, terms and conditions which will be imposed on the Successful Bidder are included in the Proposed Contract, appearing as Section III at the end of this document.
4. The work site shall be shown to bidders after the Pre-Bid Meeting by the Commission's representative on January 9, 2019 at 10 AM in the Commission's Conference Room "A" to assist bidders in preparing their bid packages. Any interested bidder should arrive at the Commission's offices, second floor Terminal Building by the specified time in order to discuss the proposed work and view the site. No additional site reviews will be provided.
5. Each Bidder shall specify, in its bid, the name of and the work to be performed, if any, by a sub-contractor.

6. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage appearing in Section II Bid Forms. No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
7. Each bidder shall be prepared to submit evidence of qualifications, experience and equipment as well as financial standing to perform the work specified in this Invitation for Bid.
8. Each Bidder shall complete, have notarized and submit with its bid, the Bidder Certification of Licensure and Licensure of Subcontractors appearing in Section II Bid Forms.
9. Every Bidder shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the Bidder is not required to be authorized under Title 13.1 or Title 50 or as otherwise required by law, the Bidder shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Executive Director.
10. Each bidder shall **submit with its bid, a detailed plan and schedule specifically defining its proposed preventive maintenance program, procedures, services and schedules for the escalators included under this Agreement.** The routine preventive maintenance procedures shall include identifiable monthly, quarterly, bi-annual and annual maintenance processes and procedures, including inspections and statutory and other required equipment tests. This document will be subject to Commission's review and approval. When it is in a form and with contents finally acceptable to Commission, the successful bidder's preventive maintenance schedule/procedures shall become part of the Contract (see Attachment C).

Bidders are particularly advised to review Attachments A and B of the Proposed Contract, in order to prepare an acceptable plan, procedures and schedule.

11. **NOTE:** In order to provide the high level of responsive services required by the Commission, Bidder must maintain a business office within 40 miles of the Roanoke Regional Airport. Its Commission contact (whether principal, service or other manager) and its mechanics must be located in such office or in another office within the 40 mile radius of the Airport.

C. Additional Information to Assist Bidders

1. The Commission currently owns and operates two (2) Schindler 9300A escalators.
2. The Commission specifically reserves the right to require the successful bidder to make the escalator equipment readily available for inspection by Commission or its Consultant for the purpose of determining the condition of the equipment and all components parts and/or the quality of the Successful Bidder's work.

3. Monthly Preventive Maintenance Service shall include, at a minimum, the following:

3 team hours (two man crew) on-site of preventive maintenance per escalator per month for a total of 6 team hours per month.

D. Bid Award

1. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all specifications and having positive commercial references.
2. The Commission reserves the right to waive any informality in any bid and to reject any or all bids should said action be deemed to be in the best interest of the Commission.
3. Bids shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Bid Opening date, the Roanoke Regional Airport Commission may give written "Notice of Bid Acceptance". The successful Bidder shall be required, within fifteen (15) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract and furnish the Roanoke Regional Airport Commission with proof of the required insurance coverage.
4. Should the successful Bidder fail or refuse to execute and return the Contract and supply the required insurance within the time allowed, the Commission may proceed to contract with the next lowest bidder meeting all specifications and reference requirements, and may debar the first successful Bidder from future bidding opportunities.
5. The bid award shall not be final and effective, nor the Commission legally bound, until the fully executed contract is returned to the successful bidder.
6. Failure to perform the Contract in a professional, reliable and competent manner shall constitute a basis to determine for future contracts that the Contractor is not a responsible bidder and the Commission may refuse to award such future contracts to Contractor.
7. If the bid from the lowest responsive and responsible bidder exceeds available funds, the Commission body may negotiate with the apparent low bidder to obtain a contract price within available funds. The conditions and procedures under which the negotiation may be undertaken are the Commission shall notify such bidder and attempt to identify mutually acceptable revisions to the contract scope, materials, level of service or other changes that result in a contract price within available funds.
8. This procurement is subject to and governed by the small purchase provisions of the Virginia Public Procurement Act, as amended, as modified by the Roanoke Regional Airport Commission Procurement Regulations, as amended, which are incorporated by reference herein.

**II. - Bid Form
Bid No. 18-021**

Monthly Preventive Maintenance and Service of Two Escalators

The undersigned hereby proposes and agrees, if this Bid is accepted, that it will contract with the Roanoke Regional Airport Commission, to furnish all equipment, parts, materials, labor and services necessary for the annual preventive maintenance and servicing (which shall be performed on at least a monthly basis); and, on call/emergency servicing of two (2) Schindler 9300A escalators, in accordance with this Bid Form, the Instructions to Bidders, the Proposed Contract and its Attachments and any Addenda to the Request for Bids, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

PART 1: ESCALATOR MAINTENANCE AND SERVICE

Annual Scheduled Preventive Maintenance and Servicing of two (2) Schindler 9300A escalators (as more described in the Proposed Contract, in particular Sections 11 and 12, as well as Attachments A, B and eventually C), and including travel time, labor, materials, parts and supply costs, call back services and emergency type service when two or more escalators are out of service):

ITEM 1	TOTAL FOR YEAR ONE	\$ _____
ITEM 2	TOTAL FOR YEAR TWO	\$ _____
ITEM 3	TOTAL FOR YEAR THREE	\$ _____
ITEM 4	TOTAL FOR YEAR FOUR	\$ _____
ITEM 5	TOTAL FOR YEAR FIVE	\$ _____
	TOTAL FOR FIVE YEARS	\$ _____

PART 2: ADDITIONAL SERVICES TO BE PROVIDED AT THE SPECIFIC REQUEST OF THE COMMISSION:

Billing Rates for Additional Services not provided as part of the required Preventive Maintenance Services, including: materials and labor for service and repairs caused by negligence, vandalism, accident or specific misuse of the equipment by anyone other than the prior contractors, Contractor, its employees, and subcontractors; materials and labor for services, replacements and repairs not included in the Contract as part of required Preventive Maintenance Services; labor to assist Commission and/or its Consultant in inspecting the equipment; and transportation/travel which is part of the described non-preventive maintenance services:

YEAR 1

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	\$ _____	\$ _____	\$ _____
Overtime (after 5 PM M-F)	\$ _____	\$ _____	\$ _____
Overtime (Saturday & Sunday and National Holidays observed by Bidder)	\$ _____	\$ _____	\$ _____

YEAR 2

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	\$ _____	\$ _____	\$ _____
Overtime (after 5 PM M-F)	\$ _____	\$ _____	\$ _____
Overtime (Saturday & Sunday and National Holidays observed by Bidder)	\$ _____	\$ _____	\$ _____

YEAR 3

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	\$ _____	\$ _____	\$ _____
Overtime (after 5 PM M-F)	\$ _____	\$ _____	\$ _____
Overtime (Saturday & Sunday and National Holidays observed by Bidder)	\$ _____	\$ _____	\$ _____

YEAR 4

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	\$ _____	\$ _____	\$ _____
Overtime (after 5 PM M-F)	\$ _____	\$ _____	\$ _____
Overtime (Saturday & Sunday and National Holidays observed by Bidder)	\$ _____	\$ _____	\$ _____

YEAR 5

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	\$ _____	\$ _____	\$ _____
Overtime (after 5 PM M-F)	\$ _____	\$ _____	\$ _____
Overtime (Saturday & Sunday and National Holidays observed by Bidder)	\$ _____	\$ _____	\$ _____

Transportation/Travel Charges for Additional Services as specified above:

The amount specified as the standard business mileage reimbursement rate by the U.S. Internal Revenue Service

Materials for repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than prior contractors, the Contractor, its employees and subcontractors; or for repairs, adjustments or replacements of system parts and components not included as Preventive Maintenance Services.

Percent below list price: \$ _____ %

- All bid quotes shall be valid for 60 days.

PART 3: PROPOSED SUBCONTRACTORS, IF ANY:

(Use additional sheets as necessary)

<u>Name</u>	<u>Work to be Performed</u>	<u>Class "A" or "B" Va. Contractor Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 4: COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANACT BUSINESS IN THE COMMONWEALTH

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia)

PART 5: COMMERCIAL REFERENCES FOR ESCALATOR PREVENTIVE MAINTENANCE SERVICES: (Use additional sheets as necessary)

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Contact Person</u>	<u>Nature of Contract</u>	<u>Date Contract Completed</u>

PART 6: ATTACH BIDDERS PROPOSED ESCALATOR PREVENTIVE MAINTENANCE PLAN, PROCEDURES AND SCHEDULE FOR ONE YEAR AS SPECIFIED IN SECTION B-10 OF THE INSTRUCTIONS TO BIDDERS.

PART 7: ADDENDA

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents:

Addendum Number _____ Dated _____
Addendum Number _____ Dated _____
Addendum Number _____ Dated _____

PART 8: Provide address for Bidder's local Office:

PART 9: Provide Address for Office out of which Mechanics/Technicians for routine preventive maintenance services will operate:

COMMONWEALTH OF VIRGINIA
WORKERS' COMPENSATION
Certificate of Coverage

Section 11-46.3, Code of Virginia, requires contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of work.

This form must be returned to the Roanoke Regional Airport Commission, the organization contracting the work, as part of the bid package.

The undersigned organization stipulates that it:

- A. Has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia ___ Yes ___ No

Insurance Company: _____

Policy expiration date _____ or,

- B. Is self insured for workers' compensation ___ Yes

Title of Contract: Preventive Maintenance and Service of Escalators
Bid Number: 18-021

Signature of Authorized Representative _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Name of Bidding Firm _____

Firm Address _____

**BIDDER CERTIFICATION
OF LICENSURE AND LICENSURE OF SUBCONTRACTORS**

**Project: Bid No. 18-021
Preventive Maintenance and Service of Escalators**

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) it holds all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; (ii) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work, hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (iii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons executing this Certification on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

IN WITNESS WHEREOF, the Bidder has affixed its hand and seal.

		(Insert Bidder's Name)
ATTEST:		
By: _____	By: _____	
Title: _____	Title: _____	
Date: _____	Date: _____	

COMMONWEALTH OF VIRGINIA

I, _____, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that _____, whose name is signed to the foregoing, has subscribed, sworn to and acknowledged the same before me this _____ day of _____, 20____.

Notary Public

My Commission expires:_____.

EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCKS BELOW, AS WELL AS ON THE FOLLOSING BID FORM PAGES OR THE BID SHALL BE DETERMINED TO BE NON-RESPONSIVE.

IDENTIFICATION AND AUTHORIZED SIGNATURE OF BIDDER

State the complete legal firm name: _____

Class A or B Virginia Contractors License Number: _____

Delivery Address: _____

Mailing Address: _____

Telephone : _____ EMAIL _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Proposed Contract
Preventive Maintenance and Service of Two (2) Schindler 9300A
Escalators

THIS CONTRACT, entered this _____ day of _____, 2019 by and between the Roanoke Regional Airport Commission ("Owner" or "Commission") through its Executive Director and _____, ("Contractor") through its _____.

1. WORK

Contractor hereby agrees to furnish and provide all labor, materials, parts, and supplies at the Roanoke Regional Airport, necessary for: scheduled preventive maintenance and service for two (2) Schindler 9300A escalators to be performed each calendar month, as more specifically described herein, particularly in Sections 11 and 12, as well as Attachments A, B and C hereof, including emergency and other call back services; (ii) when requested and required by Owner or its representative, labor, parts and materials for services and/or repairs, whether emergency or as part of a monthly service call, necessary to repair the equipment or its components if such repair is caused by factors other than normal wear and tear, which are outside the scope of the preventive maintenance agreement; (iii)) when requested and required by Owner or its representative, labor, parts and materials for services and/or repairs, whether emergency or as part of a monthly service call, necessary to repair or replace the equipment or its components which are not part of Monthly Maintenance Services as described herein. These items collectively are the Work. Cost of warranty maintenance be included as part of bid price. For clarification purposes, escalators may be referred to as "units" or "equipment" in this Agreement.

By entering this Agreement, Owner is expects contractor to provide specifically identified preliminary repairs and a pro-active preventive maintenance program for the equipment covered by this Agreement to facilitate the following:

- A. Consistent safe operation of equipment;
- B. Maximum operational performance of equipment;
- C. Maximum beneficial usage of equipment;
- D. Maximum life cycle of equipment.

and Contractor expressly acknowledges that Owner is relying on Contractor's professional expertise in performance of Services to achieve and maintain Agreement intent.

2. CONTRACT DOCUMENTS

The Contract Documents shall consist of this Contract, including its Attachments, the Instructions to Bidders and the Contractor's completed Bid Form, and Commission's Terms and Conditions (Attachment "D") which are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between this Contract and any other Contract Document, the terms and conditions of this Contract shall prevail.

3. **TERM**

A. Term:

Unless sooner terminated or cancelled in whole or in part, or unless specifically extended by written amendment or change order signed by both parties, the term of this Contract shall begin upon execution of this Contract by both parties and the issuance by Commission of a written notice to proceed, and shall expire at midnight on _____, 2024.

4. **PAYMENTS**

A. Preventive Maintenance and Service Agreement:

Unless cancelled in whole or part, during the term of this Agreement, payment for monthly preventive maintenance and service work shall be made within thirty (30) days after the satisfactory completion of the various services specified in this Agreement, as determined by Commission, and Contractor's presentation of a proper invoice, supported by the required maintenance check lists and logs.

	<u>Escalator Annual Fee</u>	<u>Escalator Monthly Fee</u>
Year 1	_____	_____
Year 2	_____	_____
Year 3	_____	_____
Year 4	_____	_____
Year 5	_____	_____

B. Call Back and Emergency Call Back Services

Callback service is defined as any request for Contractor's service or assistance made by Commission or Commission's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction. Straight time call back work which falls within the scope of Preventive Maintenance Services shall be provided at no additional cost. Call back service can be straight time (provided Monday to Friday between the hours of 8:00 am and 5:00 pm) or overtime (after 5:00 pm M-F or anytime Saturday, Sundays or holidays).

If overtime call back work within the scope of Preventive Maintenance Services is requested, then Commission will pay only the difference between straight time and overtime labor at the hourly rates indicated in Section C. below for such work.

Emergency call back service is defined as a request by Commission for Contractor's service or assistance made by Commission through its representative when:

The two (2) escalators are out of service at the same time.

Contractor will provide emergency call-back service at any time at no additional cost. Commission, at its sole discretion, may reduce the monthly fee otherwise payable to Contractor under this Agreement by \$300/occurrence for Contractor's failure to meet callback response time (see Section 11.J. hereof) on two (2) or more occasions during that month.

C. Additional Services at the Specific Request of Commission

Contractor may provide additional services at the specific request of the Commission. The Billing and payment for such services and repairs, including: transportation/travel unrelated to Preventive Maintenance Services; materials and labor for service and repairs caused by negligence, vandalism, accident or specific misuse of the equipment by anyone other than the prior contractors, Contractor, its employees, and subcontractors; services to assist the Commission or its representative to inspect the condition of the equipment and/or the quality of Contractor's services; and other Requested Services not provided as part of or included in the scope of Monthly Maintenance Services, shall be in accordance with the schedule of hourly rates below.

YEAR 1

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	_____	_____	_____
Overtime (after 5 PM M-F)	_____	_____	_____
Overtime (Saturday & Sunday and National Holidays Observed by Bidder)	_____	_____	_____

YEAR 2

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	_____	_____	_____
Overtime (after 5 PM M-F)	_____	_____	_____
Overtime (Saturday & Sunday and National Holidays Observed by Bidder)	_____	_____	_____

YEAR 3

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	_____	_____	_____
Overtime (after 5 PM M-F)	_____	_____	_____
Overtime (Saturday & Sunday and National Holidays Observed by Bidder)	_____	_____	_____

YEAR 4

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	_____	_____	_____
Overtime (after 5 PM M-F)	_____	_____	_____
Overtime (Saturday & Sunday and National Holidays Observed by Bidder)	_____	_____	_____

YEAR 5

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Two Person Crew</u>
Straight Time (8:00 am - 5:00 pm M-F)	_____	_____	_____
Overtime (after 5 PM M-F)	_____	_____	_____
Overtime (Saturday & Sunday and National Holidays Observed by Bidder)	_____	_____	_____

Transportation/Travel Charges for Additional Services as specified above shall be equal to the amount specified as the standard business mileage reimbursement rate by the U.S. Internal Revenue Service.

Materials for repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than prior contractors, the Contractor, its employees and subcontractors; or for repairs, adjustments or replacements of system parts and components not included as Preventive Maintenance Services shall be billed at ten percent (10 %) below list price.

Payment shall be made within thirty (30) days after the satisfactory completion of the various services requested or agreed to by Commission, as determined by Commission, and Contractor's presentation of a detailed invoice, provided that such services and repairs shall not be performed without the prior specific written consent of Owner. Contractor shall provide an explanation of the services to be performed and the repair(s) to be made, the price therefore, and the reason it believes the repair is not covered under the routine preventive maintenance and repair services required to be provided

D. Unit Out of Operation for Greater than 72 Hours

If an escalator unit is shut-down due to equipment failure for more than seventy-two (72) continuous hours, preventive maintenance billing for that unit shall be suspended until the unit is restored to beneficial usage, unless such down time is due to contractor being actively engaged in scheduled equipment repairs and replacements.

E. Invoices:

A detailed invoice shall be submitted monthly to the attention of:

Jay Ball, Director of Facilities and Grounds
Roanoke Regional Airport Commission
5202 Aviation Drive, Roanoke, VA 24012

in a form and with such detail as he shall require.

Payment for Services shall not be deemed acceptance of defective, deficient or non-conforming Services

F. Taxes:

Contractor shall pay all applicable taxes, including sales tax on materials supplied.

G. Withholding of Payment:

Contractor agrees that the Owner may withhold or offset payment to Contractor when the Owner's property is damaged or destroyed by poor performance or defective equipment or materials employed by Contractor, or for unsatisfactory performance under this Contract. Contractor also agrees that it shall be liable to the Owner for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Owner's property, or for unsatisfactory performance.

H. Repairs During Preventive Maintenance Call:

No additional payment will be made for travel costs related to repairs not included in the routine preventive maintenance and repair services, if the repairs are performed during a scheduled preventive maintenance call.

4. **COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS**

- A. Contractor covenants, warrants, and confirms that it has all licenses and permits necessary to perform the work and that it shall maintain all such licenses and permits as may be required by Federal, State and local agencies during the term of the Agreement, and shall require any subcontractor to do the same.
- B. The Contractor shall be solely responsible for paying all charges, fees and taxes, and give notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall be responsible for arranging all inspections by local authorities for compliance with all building code requirements, ordinances and regulations.
- C. Contractor expressly warrants that in the performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities, including, but not limited to, all local, state and federal ordinances, laws and regulations, concerning building and fire codes, solid waste and environmental matters, FAA, TSA and airport security regulations, and all applicable sections of the Occupational Safety and Health Act (OHS), and the Virginia Uniform Statewide Building Code.

5. **AIRPORT SECURITY**

Contractor is hereby informed that neither of the two escalators currently to be maintained are located within the Airport Secured Area.

Contractor acknowledges that the Secured Area/SIDA within the airfield fence line is a restricted access area. Contractor agrees to be responsible for, and to insure that, none of its employees, agents, subcontractors or representatives gains access, enters or moves about the Secured Area/SIDA without constant escort by a duly authorized and badged employee of the Owner, and that Contractor, its employees, agents, subcontractors and representatives shall comply with the Owner's security program. No equipment or vehicle operated by Contractor, its employees, agents, subcontractors or representatives shall be permitted to enter or move about the Secured Area/SIDA, unless absolutely necessary to undertake and Work, the vehicle is a commercial vehicle properly identified and subject to search prior to each entry, and the vehicle is under continuous escort and direction by an Airport Commission employee designated by the Director of Facilities and Grounds and the required \$5,000,000 insurance coverage has been provided.

As a result of the need for escort, in the event that Contractor should need to access the Airport Secure Area, then Contractor must notify the Airport's Director of Facilities and Grounds at least one business day in advance of its need to access the area, and to ascertain the availability to provide an escort. Additionally, each person who may be required to be escorted may also be required to attend a security training class taught by Commission personnel and shall be subject to the Commission's Rules and Regulations concerning security.

Contractor shall take extraordinary measures to insure that none of its tools or materials shall be left in any area where they might be picked up and taken onto an aircraft by passengers or other persons in violation of TSA regulations. In addition, Contractor shall keep its vehicles and any bins, tool boxes, etc. located therein, in a locked condition whenever located inside the fence and Contractor is not actively engaged in the process of removing/replacing tools and materials into or out of the vehicle, bins, or tool boxes.

6. PERFORMANCE STANDARDS AND REQUIREMENTS

A. General

Provide repair, preventive maintenance and 24-hour emergency call-back service on two (2) Schindler 9300A escalators; and, systematically examine, adjust, clean and lubricate all equipment; repair or replace defective parts using parts produced by the Manufacturer of installed equipment (SCHINDLER); and, maintain escalator machine room, and pit in clean condition.

- (1) All maintenance and repair services shall be performed with due diligence and the escalator systems returned to full operation promptly and as soon as reasonably possible.
- (2) The Work shall be performed in a good, complete, workmanlike and safe manner, free of defect or deficiency, consistent with accepted practices and techniques.
- (3) Contractor agrees to furnish its best skill and judgment in furtherance of the best interest of the Owner.
- (4) In addition to, and not in lieu of, any other warranties contained herein or at law, Contractor expressly warrants the services and any materials provided hereunder for a period of one year to be of good and merchantable quality and fit for the particular purpose for which they are intended. Such one year term shall be extended by any applicable manufacturer's warranty.

B. Execution of Services

- (1) Regularly and systematically examine, clean, lubricate, and as conditions warrant, repair or replace all equipment and parts covered under this Agreement. Consistently maintain machine room, pits, car top(s) and equipment in or on these areas in clean condition.
- (2) Lubricate equipment at intervals recommended by original equipment manufacturer or as dictated by equipment use or adverse environmental conditions.
- (3) Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine room(s), machinery space(s), and pit(s) shall be painted deck gray. All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule all painting procedures with Owner.
- (4) Provide replacement lamps to maintain adequate lighting in overhead space(s) and pit(s).

- (5) When, as a result of examination of testing of the equipment, Contractor identifies corrective action is required, Contractor shall proceed expeditiously to make required repairs, replacements and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Owner for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.
- (6) Services shall be inclusive with the following exclusions only:
 - a) Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities, insurance companies, and federal, state or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to Owner within ten (10) working days of effective date.
 - b) Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, sub-manufacturers, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
 - c) Repair or replacement of Property items, such as or machine room walls, floors, car interior finishes, car finish floor material, signal fixture faceplates, and fire alarm initiating devices.
 - d) Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panel(s) in machine rooms.
 - e) Lamps for normal car illumination.
 - f) Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, sub-manufacturers, or others for whom he is responsible.

C. All Services shall be performed by Contractor as follows:

- (1) In conformance with all provisions of this Agreement;
- (2) In conformance with all applicable original equipment and part manufacturer's specifications;
- (3) In conformance with Commission's applicable rules, policies, regulations, and requirements for Work, as they now exist or may be modified and supplemented during term of this Agreement;
- (4) In conformance with Commission's requirements for cleanup, including Contractor's containerizing and removal of waste, garbage and debris to be disposed of off Airport premises;
- (5) By qualified, careful and efficient employees in conformity with best industry practices;
- (6) In conformity with and subject to FAA, Transportation Security Administration (TSA) and Commission security and operational requirements;

- (7) In such manner as to minimize any annoyance, interference, or disruption to the occupants of the Airport or the public.

E. Materials and their Handling:

The term "materials" shall include all tangible property, whether designated as materials, goods, parts, and supplies or otherwise. All such materials shall be:

- (1) New; of the best quality and suitable for their intended uses; and obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if specifically approved by Commission in writing;
- (2) Parts requiring repair shall be rebuilt to "like new" condition;
- (3) All lubricants shall be suitable for the purpose intended and shall meet or exceed minimum requirements specified by original equipment manufacturer of the equipment to which the lubricant is applied;
- (4) Title to all materials delivered and stored at the Airport which are intended to become part of the completed Services shall pass to the Commission upon installation;
- (5) Housed in metal cabinets of suitable size provided by Contractor for storage of materials in each machine room; no open storage of materials shall be permitted. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to Owner upon installation;
- (6) Contractor shall stock the cabinets with adequate renewal parts and lubricants to maximize beneficial usage of the escalators; all parts and materials must be promptly restocked as utilized;
- (7) Unused lubricants, cleaning fluids and all combustible liquids shall also be stored in metal cabinets provided by Contractor and located in the machine room and shall be used and disposed of in accordance with federal or local laws, regulations and/or this Agreement. A metal can with lid shall be provided by Contractor in each machine room for the very temporary storage of oily rags;
- (8) No consideration shall be given in regard to obsolescence of systems, materials or parts;
- (9) Proration of equipment or materials shall not be allowed; and,
- (10) All broken, used or defective parts which are removed by Contractor remain the property of the Airport Commission, and shall be provided to the Director of Facilities and Grounds or his representative, or disposed of by Contractor at the request of the Director of Facilities and Grounds, upon its removal.
- (11) No parts or equipment required by services may be removed from the Property without written approval of Owner. This does not include renewal parts stocked on

site by Contractor, which shall remain Contractor's sole property until installed on the equipment. Expediently replenish parts/materials as utilized;

- (12) Initiate, maintain and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of Owner, Owner's tenants, Owner's employees, Owner's invitees, Manufacturer's employees, and other persons on or about Property.
 - (13) Repair to satisfaction of Owner, any damage to Property and adjacent areas caused by performance of Services.
- D. Parts and Equipment Stay at Airport: No parts or equipment belonging to Commission may be removed from the Airport without the specific written approval of the Commission's Director of Facilities and Grounds. This does not include renewal/replacement parts stocked on site by Contractor, which shall remain Contractor's sole property until installed into Commission's equipment system.
- E. Safety Requirements: Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the Work and comply with all applicable safety laws and regulations. It shall take all reasonable precautions to ensure the safety of passengers and terminal visitors, the employees of the Commission and its tenants, Contractor's employees and other persons on or about the Airport premises.
- F. Repair of Damage: Contractor shall be responsible for repair or the cost of repair of any damage to the property of Commission, or any other person, caused by or during Contractor's performance of the Work.
- G. Contractor's Employees:
- (1) Contractor shall be responsible for the supervision and execution of Services by its employees;
 - (2) Contractor agrees to employ and furnish an adequate and sufficient and number of trained, qualified and capable employees to properly, adequately, safely, and promptly provide Services;
 - (3) Contractor covenants and agrees that each of its employees is properly qualified and will use reasonable care in the performance of Services. If Commission, in Commission's sole opinion, determines, for any reason, that the qualifications, actions and conduct of any particular employee of Contractor has violated this Agreement by performing unsatisfactory Services; interfering with operation of the Airport; bothering or annoying any terminal occupants, other contractors or subcontractors then at Airport; or that such actions or conduct is otherwise detrimental to Commission, then upon receipt of Commission's written notice, Contractor shall immediately provide qualified replacement person(s); and
 - (4) No employee of contractor shall report to or remain at the Airport under the influence of alcohol or illegal drugs, nor may any employee bring onto the Airport any explosive or weapon of any kind.

H. Equipment

Contractor agrees to furnish at all times an adequate supply of materials and equipment to perform the Work in the best way and in the most expeditious, efficient, economical and safe manner consistent with the best interest of the Owner.

All equipment used by Contractor shall be of sufficient type and size and in such mechanical condition as is necessary to meet the requirements of the Work. The Contractor warrants that such equipment shall be of such type as to cause no hazard or reasonably foreseeable damage to Commission employees, members of the public, or property of the Commission or its tenants.

I. Inspection, Audit and Testing

A representative of the Owner shall have the right at all times to examine the materials and equipment used by Contractor, to observe the operations of the Contractor and its employees, to verify the repairs or maintenance being performed, and to do any act or thing which the Owner may be obligated or have the right to do under this agreement.

At least annually, Owner's consultant shall undertake a complete audit, inspection and review of the condition of the equipment and an evaluation of the Contractor's compliance with the requirements of this contract. Contractor shall co-operate with such review and shall provide whatever support services are required by the Consultant at the fees specified for Additional Services. Commission will use its best efforts to schedule the annual evaluation so that Contractor will have adequate time to schedule its personnel. Deficiencies noted, if any, shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense.

J. Scheduling, Call Back and Response Times

(1) Keeping in mind the airlines flight schedules and the Commission's desire not to unduly inconvenience its passengers and tenants, Contractor shall coordinate with the Commission's representative with respect to the scheduling of all preventive maintenance services and repairs, as well as the timing of any deliveries. In particular, Commission and contractor shall be mindful to avoid simultaneous down time of escalator and elevator units as a result of maintenance work being undertaken by Commission's elevator maintenance contractor.

(2) Unless other arrangements have been made with the Owner's Director of Facilities and Grounds, all preventive maintenance for escalators shall be performed between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, excluding Commission recognized holidays. All routine scheduled repairs of equipment shall also be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excluded.

(3) Callback services, except as otherwise noted under this Agreement, including trap calls and emergency callback service, shall be performed 24 hours a day, 7 days a week. Except for repair work cover by the warranty, which shall be at Manufacturer's sole cost, provide overtime callback service at the provided overtime differential.

- (4) Overtime callback services shall be at no additional cost for the following conditions:
 - (a) Both of the escalators out of service
 - (b) Warranty repair
- (5) Response time for callback service:
 - (a) During the hours of 8:00-4:30 Contractor shall arrive at Property within two (2) hours (120 minutes) from time of notification of equipment problem or failure by the Owner.
 - (b) At any time, Manufacturer shall arrive at Property in response to passenger entrapment calls within sixty (60) minutes from time of notification by Owner.
 - (c) After hours, Manufacturer shall respond to non-emergency callback service within two (2) hours from the time of notification by Owner. Unless Response Time is declined by Owner for a specific callback.
- (6) Callback is defined as any request for service or assistance by Owner or Owner's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction.
- (7) If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, Manufacturer shall be assessed liquidated damages in the amount of \$100 per day until unit is restored to beneficial usage, excluding scheduled equipment repairs.
- (8) Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by Owner, unless removal is necessitated for emergency repair or adjustment. Owner agrees to permit Manufacturer to remove units from service for a reasonable time during the hours of 8:00 a.m. – 4:30 p.m. to perform Services.
- (9) Performance of the Preventive Maintenance and Repair Services shall be scheduled and performed at least once per month, if possible during Commission's less busy periods.
- (10) Unless other arrangements have been made, any employee or representative of Contractor, prior to performing any work on Commission premises and before leaving Commission premises, shall notify Commission's Director of Facilities and Grounds, who will receive the completed Maintenance Checklist and any replaced part prior to Contractor's leaving the premises.
- (11) Contractor shall also coordinate parking, access and other related procedures with Owner's Director of Facilities and Grounds in order to minimize inconvenience to Contractor, airport businesses and the general public.

K. Coordination, Reports and Record Keeping

- (1) Procedures upon Arrival to and Departure From Airport. Upon arrival to the Airport, Contractor employees shall report to Airport Director of Facilities and Grounds or his designee and manually sign a log indicating name of person(s), time of arrival, purpose of visit, i.e. callback, preventive maintenance of elevator and/or escalators (specify by unit), scheduled repair, Supervisor's inspection, etc.

Prior to departure, the employees will complete and sign the Checklist developed by Contractor and the Commission, which shall include the services performed on each specific unit, parts that have been replaced, additional work that is needed, condition of each unit (in or out of service) and the time of completion. The employees will then report to the Director of Facilities and Grounds and provide him with copies of the Checklist.

- (2) Posting of Maintenance Schedule. Contractor shall arrange for the annual Preventive Maintenance Schedule (Attachment C) to be conspicuously posted in each machine room.
- (3) Contractor to Provide Detailed Completed Maintenance Log. As specified in (1) above, Contractor shall provide Commission with hard copies of the Maintenance Logs and Checklists before leaving the Airport premises. In addition, monthly Contractor shall provide complete preventive maintenance history and testing logs in hard copy attached to the monthly billing or electronically at the time the billing is submitted. If electronically, data must be accessible by Commission via web access or electronic printout. In all cases the information shall include all entries for routine monthly preventive maintenance, repairs, parts replacements, tests, callbacks and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from Airport.
- (4) Annual Onsite Condition Review: An onsite condition review shall be conducted by a designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are properly performed. Contractor shall inform Commission of the name of its Supervisor responsible for execution of Services and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Commission of site inspection and provide Commission with a written summary of findings within ten (10) working days after completion of site review.
- (5) Annual Review of Callbacks and Downtime: At least annually or more often if requested, Contractor shall provide a summary and review of all callbacks and unit downtime to Commission. The intent of this review is to minimize callbacks by developing consistent communication between Commission and Contractor relative to callback trends, unit downtime and their causes.
- (6) Annual Report on Condition of Equipment Annually, Contractor shall prepare a report on the general condition of each piece of equipment and make recommendations concerning the timing for replacement or upgrading of obsolescent parts or equipment. Contractor shall also report on the timing and estimated cost for replacement or upgrading of parts and equipment not covered by the scope of Preventive Maintenance Services.
- (7) Report of Testing Results. Within ten (10) business day after the completion of any statutory or other testing of the equipment, Contractor shall submit written reports to Owner's Facilities Manager confirming findings including corrective action(s) required and taken.

- (8) Notice of Necessary Work Not Covered by this Agreement In the event that at any time Contractor discovers the need for repairs and/or maintenance that it believes is not covered by this Agreement, then it shall inform the Facilities Manager of the nature of the work, and at his request, Contractor shall promptly provide a written description of the work and estimate of the cost of the additional maintenance/repairs. Contractor shall not proceed with the work unless it is so authorized in writing.
- (9) Wiring Diagrams. Contractor shall maintain Commission's complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades made by Contractor during Agreement term. Commission shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in the event Agreement is cancelled. If Agreement is cancelled, Commission will withhold final payment due Contractor until all as built/as modified set(s) of wiring diagrams are delivered to Commission.
- (10) Diagnostic Devices. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by Contractor during the term of this Agreement.
- (11) Inspection Fees. Local or National inspection fees in regard to operation of equipment covered by this Agreement shall be paid for by Commission. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
- (12) No Release of Information/Reports to Third Parties. Owner may provide information and/or documents to enable Contractor to render Services hereunder; or Contractor may learn information about the equipment or develop such information as part of the Services hereunder. Contractor agrees:
- a. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat, all such information as confidential, whether or not identified by Owner as confidential;
 - b. Neither contractor, its officials, employees, or agents shall disclose to any person, firm or corporation, or release any information or make available any reports, recommendations and/or conclusions which Contractor has developed on behalf of Owner, or use the same in any manner, whatsoever, without first obtaining Owner's written approval;
 - c. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Owner's name, or the name, address or any picture or likeness of or reference to the Airport in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

L. Warranty:

All goods and services shall be of first class quality and shall be warranted as to fitness and merchantability for a period of one year, unless extended by manufacturer's warranty.

7 **DETAILED DESCRIPTION AND REQUIREMENTS OF THE WORK**

A. General.

The Work shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein for Preventive Maintenance Services and Additional Services requested by Owner.

B. Preventive Maintenance Plan, Procedures and Schedules

- (1) Prior to execution of this Agreement by Commission, Contractor submitted and Commission approved documentation specifically defining Contractor's preventive maintenance plan, procedures and schedule for the escalators included under this Agreement. This schedule is attached hereto as Attachment C and made a part hereof. Routine maintenance procedures include the identifiable monthly, quarterly, bi-annual and annual maintenance plan and provisions for statutory and other required equipment tests.

Contractor, in co-operation with Commission, has used the agreed upon plan, procedures and schedules contained in Attachment C to develop a detailed Checklist, which shall be completed, signed off and a copy left with Commission by Contractor's employee at the conclusion each service call.

- (2) **Contractor's monthly services and schedule shall include at a minimum the following hours of preventive maintenance service:** 3 team hours on site, by a two man team, of preventive maintenance per escalator per month for a total of 6 team hours per month.
- (3) Detailed descriptions of additional requirements for the Work required to be undertaken are contained in Attachments A through C attached hereto and incorporated herein as if fully rewritten. An equipment listing and type is contained in Attachment A, while individual performance requirements are covered under Attachment B of this Agreement. Equipment performance requirements indicated are the minimum standard, and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Agreement.

C. Preliminary Repairs

The Commission and the Contractor are aware that the two escalators have reached a point of disrepair so that they are no longer reliable modes of transportation for the thousands of passengers seeking access to and from the second floor. It is understood and agreed that certain substantial repairs are needed to be completed for the two escalators as soon as possible and in any case, no later than 56 calendar days after this contract is executed and a written notice to proceed is given.

The specific repairs to be made and the requirements for their performance and acceptance are contained in Attachment "A" and Attachment "B" hereto.

END OF CONTRACT PROVISIONS

WITNESS the following signatures:

Contractor:

By: _____

Title: _____

Date: _____

Attest: _____

Roanoke Regional Airport Commission

By: _____

Tim Bradshaw
Executive Director

Attest: _____

Cathy Bowman
Commission Secretary

Date: _____

Certification of Funding.

BY: _____

Treasurer
Roanoke Regional Airport Commission
Account No. _____

Approved for Legal Form.

By: _____

General Counsel
Roanoke Regional Airport Commission

ATTACHMENT "A"

GENERAL PREVENTIVE MAINTENANCE GUIDELINES FOR ESCALATORS

Part 1 – Monthly Scheduled Preventive Maintenance

The preventive maintenance ("Work") shall consist of providing all supervision, labor, parts, materials, services, and other incidentals as may be required for the satisfactory scheduled and other maintenance and repair of all escalators at the Roanoke Regional Airport, which are required as a result of routine use of the equipment and normal wear and tear.

This portion of the Contract covers the general guidelines for monthly scheduled preventive maintenance service of the following equipment:

Two (2) Schindler Escalators, 48" width; speed of 100 FPM; travel of 15'-0"

The Owner reserves the right to add additional escalators to this service Contract for an additional fee to be agreed upon in writing by both parties. Owner also reserves the right to reduce the equipment included under this Contract for a pro-rata reduction in the fee.

(1.) Execution of Services

- A. Escalator trusses, drip pans, and internal equipment shall be cleaned annually. During cleaning process, test and adjust all escalator safety switches. Consistently maintain machine rooms, pit(s), and equipment in or on these areas in a clean condition.
- B. Contractor shall annually remove and pressure wash steps to remove oil using materials recommended by escalator manufacturer and perform semi-annual surface cleaning of step surfaces and tread plates.
- C. Lubricate equipment and component parts at intervals recommended by original equipment manufacturer, or as dictated by equipment use or adverse environmental conditions.
- D. Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine room(s), machinery space(s), and pit(s) shall be painted "deck gray." All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule all painting procedures with Commission. Paint to be provided by Commission upon request.

E. Regularly and systematically on a monthly basis examine, clean, lubricate, adjust, and when conditions warrant, repair or replace at least the following listing of component parts:

- step chains
- tracks
- controllers
- main drive chains
- escalator machines
- handrail drive chains
- Sprockets and parts thereof including:
 - drive motors
 - solid state devices
 - contacts and relays
 - resistors and transformers
 - rotating elements
 - worms and gears
 - bearings
 - windings and coils
 - brake magnet coils
 - brake shoes and linings

F. Periodically, in accordance with the manufacturer's recommendations, examine, and, when conditions warrant, replace step rollers to provide smooth and quiet operation.

G. In accordance with manufacturer's recommendations and Contractor's schedule (Attachment C), examine, clean, adjust and, when conditions warrant, repair or replace the following operating and safety devices:

- i. Brake on main drive sprocket
- ii. Governor switches
- iii. Slack step chain switches
- iv. Stop buttons

H. Adjust and, when conditions warrant, repair or replace:

- i. Comb plate finger sections
- ii. Handrail guides
- iii. Step treads
- iv. Handrails

I. Conduct evaluations of equipment performance including riding quality, step indexing, handrail and step chain condition and operation, main drive and handrail drive chain tensions and handrail tensions. These evaluations will be conducted when in accordance with contractor's Schedule (Attachment C) or otherwise when conditions warrant, and will take place during a regularly

scheduled maintenance visit. Perform adjustments, repairs, and replacements required to maintain manufacturer's operating standards.

- J. During the monthly preventive maintenance services, Contractor shall calibrate the reversal of the escalator operations (run the down escalator in the up sequence and the up escalator in the down sequence).
- K. When, as a result of examination or testing of the equipment, Contractor identifies corrective action is required, Contractor shall proceed expeditiously to make required repairs, replacements and adjustments. **If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Commission for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.**
- L. Contractor to install replacement lighting in pits and well-ways.
- M. Clearly mark and/or stamp all replacement parts by a means and in a manner satisfactory to the Owner's Director of Facilities and Grounds.
- N. Preventive Maintenance Services shall be all inclusive with following exclusions only:
 - (1) Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such Authorities, Contractor shall provide written notice to Commission of such requirements and a proposal for such services within ten (10) working days of effective date;
 - (2) Callbacks, repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than the Contractor, its employees, and subcontractors;
 - (3) Mainline and auxiliary disconnecting means, fuses, power switches and electrical feeders to equipment control panel(s) in machine rooms;
 - (4) Cleaning, repair or replacement of Airport items such as skirt and deck panels, exterior panels, balustrades, and re-lamping of illuminated balustrades.
 - (5) Routine, daily cleaning of handrails, step treads and risers, comb plates and landing plates; however, see Item 1.B. above for required cleaning by Contractor.
 - (6) Failure or fluctuations of Airport electrical power, air conditioning or

humidity control;

(7) Ingress by water or other material into machine room;

The above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or reach of statutory duty of the Contractor, his employees, agents, subcontractors or others for whom he is responsible.

O. Compliance with Laws

- (1) Schedule, coordinate and complete statutory and other equipment tests including but not limited to:
 - Test all operating and safety devices, in accordance with the manufacturer's recommendations, and as required by ANSI A-17.1 Code.
- (2) Provide Commission with at least five (5) working days prior notice of tests to be conducted so that a Commission representative may witness all tests. Submit written reports to Commission representative within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken.
- (3) Affix metal tags to the tested devices and provide Purchaser with written documentation clearly indicating the type of test, date of test, and Contractor performing test and applicable Code rule.
- (4) Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty (30) calendar days of required time deadline shall subject Contractor to a \$100.00 per calendar day penalty on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until Commission receives written notification from Contractor of completion of required tests. Statutory tests include, but are not limited to Items under J-1. Contractor shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by the Commission within the time period specified by the local enforcing authorities. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.

P. Commission's Responsibilities:

In addition to any other duties specifically stated in the contract Documents, Commission shall be responsible for the following:

- Provide clear, safe and convenient access to Property and equipment rooms;
- Maintain equipment room heating and air conditioning systems;

- Prevent storage of property or other Contractors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors;
- Maintain standby power generator systems and related switch gear and feeders;
- Maintain equipment rooms, well-ways, and pits in Code compliant dry condition; and
- During Property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

ATTACHMENT "B"

ESCALATOR EQUIPMENT PERFORMANCE REQUIREMENTS

(1) Escalator Performance Requirements:

ESCALATOR	FLOORS SERVED	WIDTH	SPEED
NO-1-2	LL-UL	40	100

Rated escalator speed, regardless of load, shall not vary more than +5%.

(2) Escalator Ride Quality:

- Horizontal acceleration during all riding conditions shall not exceed 10 mg peak to peak in the 1-10 range. Measurement ISO804.
- Deceleration shall be constant and not exceed 3 feet/second in the down direction under any load condition including brake rated load.
- Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dBA under any condition. There shall be no discernable sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by Contractor and Commission that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or related Agreement).

ATTACHMENT “C”

CONTRACTOR’S PLAN, PROCEDURE AND SCHEDULES FOR PREVENTIVE MAINTENANCE SERVICES

To be prepared and included in Bid by Bidder, and reviewed, modified and approved by Commission prior to inclusion herein.