REQUEST FOR PROPOSAL

RFP NO: 21-002228

Date Issued: April 19, 2021

SEND PROPOSALS TO:

Rita Kirkland, Purchasing Manager St. Louis Public Library Administrative Offices 1415 Olive Street St. Louis, MO 63103 **OR bids@slpl.org**

Pre-Proposal Conference (attendance required): SLPL Compton Branch, 1624 Locust St, St. Louis, MO 63103, May 3, 2021 9:00 A.M.

Due Date:June 1, 2021 by 4:00 p.m. CSTPurchasing Agent:Rita Kirkland (314)539-0313Contact Email Address: rkirkland@slpl.org

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVATOR RENOVATION

This Proposal is subject to all the terms and conditions of this Request for Proposals and any Proposer representations, as well as accompanying specifications. The signature of the Proposer indicates that Proposer understands these documents and will comply with them.

Name, Address and Contact Information of Authorized Representative of Proposer Print Name

Print Title	
Print Address	
Print City, State, ZIP	
Print Telephone	
Print Email	

(Signature and Title of Authorized Representative of Proposer)

DATE

Proposer is: _____ individual _____ corporation _____ partnership _____ LLC ____

Other____ (describe)_____

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CONSTRUCTION AGREEMENT

This Agreement made this _____day____2021, between the **Board of Directors of the City of St. Louis Municipal Library District**, hereinafter called the **"St. Louis Public Library"** located at 1415 Olive St, St Louis, MO 63103-2389, and______, located at ______, hereinafter called the **"Contractor"**.

The Project: St. Louis Public Library, Compton Traction Elevator

Consultant: KH Lemp Elevator Consultant, an Atis Company

General Description of Work: Contractor agrees to furnish all necessary labor, material, tools, and equipment required to complete work for the St. Louis Public Library, Elevator Modernization Compton Branch Project in accordance with bid documents issued for Project 21-002228.

Library and Contractor agree as follows:

1. Contract Documents

1.1 The contract documents consist of this Agreement, Supplementary Conditions, Quotation Form, Specifications and Exhibits attached hereto, the Bidding documents for bid Project 21-002228, and addenda issued by the St. Louis Public Library prior to execution of this contract, the project schedule, as may be amended from time to time, and any subsequent modifications or revisions to any of the above documents.

1.2 All of the above contract documents form this contract are fully incorporated herein.

2. Scope of Work

2.1 The St. Louis Public Library employs the Contractor, as an independent Contractor, to perform the part of the work on the project as set forth in the Contract Documents.

2.2 The Contractor agrees to perform the contract work under the direction of the St. Louis Public Library, and any other specified representative of the St. Louis Public Library. The Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the contract work in strict conformity with the contract documents.

2.3 The contract work includes:

- (a) that shown on any of the contract documents as called for or shown on all; and
- (b) all things reasonably implied or customarily provided in the Contractor's line of work or necessary to complete such work for inspection and approval under the contract documents. Contractor will furnish all necessary tools, equipment, scaffolding, protection, and competent supervision and shall execute all work in the best and most workman-like manner by qualified, careful, and efficient workers who shall be satisfactory to the St. Louis Public Library.

3. Contract Sum and Payments

3.1 In consideration of the complete and timely performance of all contract work, the St. Louis Public Library shall pay to the Contractor the sum of _______, subject to additions, deductions and conditions as stated herein. The Library's payment terms are net 30 days.

3.2 Payments shall be made in installments as the work progresses unless Contractor is in default. By the 10th day of each month, the Contractor shall submit to the Library a written requisition for payment in approved form showing the proportionate value of the work performed and completed to date from which shall be deducted: (a) a retainage of ten (10) percent of such proportionate value, and (b) the aggregate of retainages from all prior requisitioned progress payments.

3.3 Progress payments may be withheld in whole or in such an amount as exclusively determined by Library on account of: (a) defective materials or work, (b) claims or liens, or any notice thereof, whether true or spurious, (c) any breach by Contractor of any provision or obligation of this contract, (d) a reasonable doubt that the Contract Work can be completed for the balance then unpaid, or (e) a reasonable doubt that the Contractor, for any reason, is unable to complete the Contract Work. If the foregoing causes are remedied or adjusted, Library may remedy the same for the Contractor's account.

3.4 The quantities of work performed and materials furnished as established by the Library or the Library's representative shall constitute the basis for computation of the payment to Contractor. Payments made on account of materials not incorporated in the Work, but delivered and suitably stored, shall be in accordance with the Contract Documents. Payment is not conclusive of full performance nor should payment be considered to be acceptable of defective work or improper materials.

3.5 If requested, Contractor shall submit to the Library a schedule of values of the parts of the Contract Work performed, aggregating the Contract sum and supported by such evidence as to correctness as Library may direct. The schedule shall be itemized by general areas, specific large pieces of equipment, and/or another similar method which method which shall accurately indicate the value of work performed or services rendered.

3.6 Contractor will provide an affidavit to the St. Louis Public Library showing that its labor, materials and other bills have been paid, and release or lien waivers, in form satisfactory to the St. Louis Public Library. If it appears that labor, material or other bills incurred in the performance of the contract work are not being paid, the St. Louis Public Library may take such steps it deems necessary to ensure that the payments will be utilized to pay such bills.

3.7 Final payment shall be made to Contractor after completion of contract work and acceptance by the St. Louis Public Library and that all labor (including customary fringe benefits and payments due under collective bargaining agreements) and all subcontractors and materialmen have been paid to date and are waiving their lien rights upon the final payment of a specific balance due. Final payment shall constitute a waiver of all claims by Contractor.

3.8 In the event of any breach by Contractor of this agreement, or in the event of the assertion by others of any claim or lien against the St. Louis Public Library or the St. Louis Public Library 's surety (if any), which claim or lien arises out of Contractors performance, the St. Louis Public Library may, but is not required to, retain out of any payments due to Contractor an amount sufficient to protect the St. Louis Public Library from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Contractor to the satisfaction of the St. Louis Public Library .

3.9 The contract price includes all applicable local, state and federal taxes, license fees and permit charges based upon or measured by the work to be done hereunder, labor to be performed, materials to be furnished, and services to be rendered. Said contract price shall not include any sales taxes because the St. Louis Public Library is a tax-exempt institution.

3.10 In order to take advantage of its sales tax exempt status and upon request, the St. Louis Public Library shall furnish to the Contractor a tax exemption certificate authorizing purchases for all materials and equipment required in conjunction with the project. The General Contractor shall furnish the certificate to all material suppliers as authorization to purchase on behalf of the St. Louis Public Library, all tangible property and materials to be incorporated into or consumed in the construction of the project and no other on a tax-exempt basis. This exemption certificate does not allow Contractor to purchase machinery, equipment or tools, used in fulfilling this contract, tax exempt.

4. Prosecution of Work

4.1 The Contractor agrees, within fifteen (15) calendar days after notification by the St. Louis Public Library, to commence in the field, at such points as the St. Louis Public Library may designate, the contract work and to continue diligently in its performance in accordance with the project schedule. Time is of the essence of this contract.

4.2 The Contractor shall promptly provide the St. Louis Public Library with scheduling information when requested. The St. Louis Public Library shall review the project schedule and may revise such schedule as necessary as the work progresses. Contractor shall comply with instructions given by the St. Louis Public Library, including any to suspend, delay or accelerate the contract work.

4.3 Contractor shall furnish the St. Louis Public Library with its list of proposed subcontractors, equipment and material suppliers, along with the description of the corresponding item of work. Contractor shall bind its subcontractors, equipment and material suppliers to the requirements set forth in this agreement, the schedule of work and the contract documents. In those instances where any subcontractor or supplier fails to submit shop drawings, product data or samples which meet the specifications, the additional cost (price increases and other costs due to delays in placing order) to furnish the specified equipment and/or material shall be borne by Contractor. Contractor shall also bear any extra cost incurred by the St. Louis Public Library due to this failure.

4.4 Contractor shall prosecute Contractor's work in a prompt and diligent manner in accordance with the schedule of work without hindering the work of any other contractor or subcontractor. If work or property of any other is hindered, delayed or damaged by Contractor, Contractor will pay for all costs and damages incurred by such other party and will cause all such damage to be corrected to the satisfaction of and without cost to the St. Louis Public Library.

4.5 Contractor shall be responsible for and will prepare for performance of Contractor's work, including without limitation thereto, shop drawings, samples and tests, field dimensions, determination of labor requirements and ordering of materials as required to meet the schedule of work. Contractor shall submit to St. Louis Public Library review and approval all shop drawings, product data, samples and tests required by the contract documents.

4.6 Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to the St. Louis Public Library and shall not be changed except with the consent of the St. Louis Public Library, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall attend

all coordination, scheduling, progress and safety meetings where Contractor's work is involved or as required by St. Louis Public Library. The St. Louis Public Library may, in writing, require Contractor to remove from the contract work any employees deemed by the St. Louis Public Library to be incompetent, habitually careless, grossly insubordinate or otherwise objectionable.

4.7 The St. Louis Public Library or its representatives will furnish basic control points and bench marks, as needed. Any further layout necessary for completion of the Contract is the responsibility of Contractor. Contractor shall lay out its work from control points supplied by the St. Louis Public Library and be responsible for its accuracy and the placement of all inserts, embedments, grounds and blockout, etc. as required to complete the work. Contractor shall be responsible for repair of such items that are improperly placed if it can be shown that original control work was accurately performed.

4.8 Contractor shall be required, as necessary, to meet with the St. Louis Public Library to review and develop a construction schedule for the project.

4.9 Contractor may be required to develop and submit to the St. Louis Public Library for their review and approval a safety program to be followed during the performance of the Contractor's work.

4.10 Contractor will be responsible for supplying its own crew with drinking water, ice, and cups.

4. 11 If the St. Louis Public Library agrees at its sole option to allow the Contractor to use St. Louis Public Library's tools or equipment, Contractor shall do so at its sole risk and shall hold the St. Louis Public Library harmless from any claims and/or expenses, including but not limited to attorney's fees and court costs, resulting from use of such tools and equipment by Contractor. The St. Louis Public Library shall be reasonably compensated by Contractor for such tools and equipment. In the event that one or more of St. Louis Public Library's personnel operate such tools or equipment for Contractor, said personnel shall be employees of Contractor for all purposes while so operating said tools or equipment, whether or not such personnel are placed on Contractor's payroll. Contractor agrees in all cases to provide proper and expert supervision to control, direct, and be responsible for all acts and omissions of such borrowed personnel. Should Contractor fail to compensate such personnel by placing them on its payroll, the St. Louis Public Library may compensate such personnel on behalf of and for the Contractor and deduct such sum from any amounts due to the Contractor.

4.12 Contractor shall furnish progress reports of Contractor's work as mutually agreed including the progress of materials or equipment to be provided under this agreement that may be in the course of preparation or manufacture.

4.13 Contractor shall maintain at the site, one copy of all drawings, specifications, addenda, approved shop drawings, change orders and modifications, in good order and marked currently to record all changes made during construction/demolition relating to its work.

4.14 If required, Contractor shall submit a final set of Record Drawings and Operating and Maintenance Manuals upon completion of the project. Receipt by the St. Louis Public Library of these materials is required prior to processing Contractor's final payment.

4.15 Contractor shall cooperate with the St. Louis Public Library and other contractors and subcontractors whose work may interfere with Contractor's work and participate in the preparation of coordinated drawings and work schedules in areas of congestion, specifically noting and advising St. Louis Public Library of any interference by other contractors or subcontractors.

4.16 Contractor shall keep the building and premises reasonably clean of debris resulting from the

Contractor's work. If Contractor fails to comply with this paragraph within twenty-four (24) hours after receipt of written or verbal notice of non-compliance from the St. Louis Public Library, the St. Louis Public Library may perform such necessary clean-up and deduct the cost from any amounts due Contractor.

4.17 Contractor shall give adequate notices pertaining to the work of the Contractor to proper authorities and secure and pay for all necessary licenses, permits, governmental fees and inspections to carry out Contractor's work and shall furnish copy of said permits, licenses and inspection reports to Library prior to start of Contractor's work.

4.18 Contractor shall comply with all federal, state and local laws, rules, regulations and orders, Social Security laws and unemployment compensation laws, worker's compensation laws and safety required to maintain certified payroll records for its employees and for its subcontractor's employees in accordance with the requirements of the Davis-Bacon Act and to provide the St. Louis Public Library with said certified payroll records.

4.19 Contractor will not assign this agreement nor subcontract the whole or any part of the work to hereunder without the written consent of the St. Louis Public Library, with the exception of those subcontractors listed by the contractor and furnished to the St. Louis Public Library as provided herein.

4.20 In the case of minor repairs to newly finished interior surfaces (not covered by property insurance) the cost of said repairs for which responsibility cannot be ascertained shall be prorated to all subcontractors in proportion to manpower employed during the period when damage occurred.

4.21 Every part of Contractor's work shall be executed in strict accordance with the agreement in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Contractor's work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the contract work, and shall be new, except such materials as may be expressly provided in the agreement to be otherwise. Every part of the Contractor's work shall be subject to review and inspection by the St. Louis Public Library as to quality and quantity, to determine that said work is in accordance with contract documents, that the specified materials and amount of materials have been utilized, and that said materials and work are consistent with the contract documents.

4.22 Contractor shall provide the St. Louis Public Library with copies of all guarantees, warranties, operation manuals, maintenance manuals, parts lists, etc. from the manufacturers of the materials and equipment used in the project.

4.23 In the event the scope of the Contractor's work includes installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and thereupon handle, store, and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the contractor shall be deducted from any amounts due or to become due Contractor.

4.24 No substitutions shall be made in Contractor's work unless permitted in the contract and only then upon Contractor's first receiving all approvals required under the contract for substitutions. Contractor shall indemnify the St. Louis Public Library for any increase costs incurred by the St. Louis Public Library as a result of such substitutions, regardless whether Contractor has obtained approval thereof.

5. Insurance

5.1 Prior to starting the contract work, Contractor shall procure and maintain in force, worker's compensation insurance, employer's liability insurance in full compliance with the laws of the state of Missouri, comprehensive general liability insurance with contractual coverage and automobile liability

insurance, including owned, non-owned and hired automobile coverage and such other insurance, to the extent required by the contract documents for Contractor's work.

5.2 Contractor's Comprehensive General and Automobile Liability Insurance, as required by paragraph 5.1 shall be written for not less than limits of liability as follows: (a) Contractor's comprehensive general liability insurance shall insure against claims for bodily injury, death, and property damage occurring and arising out of and as a result of services, articles and materials performed or delivered hereunder on an occurrence basis with a combined single limit of one million dollars (\$1,000,000); and (b) Contractor's automobile liability insurance shall insure against claims for bodily injury, death and property damage occurring and arising out of and as a result of services performed hereunder with a combined single limit of one million dollars (\$1,000,000); and (b) Contractor's automobile liability insurance shall insure against claims for bodily injury, death and property damage occurring and arising out of and as a result of services performed hereunder with a combined single limit of one million dollars (\$1,000,000).

5.3 The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the St. Louis Public Library. Before commencing the work, Contractor shall furnish the St. Louis Public Library with certificates of insurance from the insuring companies which certificates shall specify the effective dates of the policies, the limits of liability thereunder, and contain a provision that the said insurance will not be cancelled except upon thirty (30) days notice in writing to St. the Louis Public Library. Contractor shall not cancel any policies of insurance required hereunder prior to completion of the work without written consent of the St. Louis Public Library.

5.4 Contractor may use a combination of general liability insurance and excess liability insurance provided the sum of these insurances at least equals the amounts listed for the general liability insurance. If excess liability insurance is used, "umbrella form" must be furnished.

5.5 The carrying of insurance shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this agreement. The Contractor shall furnish, at St. Louis Public Library request, satisfactory evidence of such insurance as they may be required to obtain pursuant to the contract documents.

5.6 St. Louis Public Library and Contractor waive all rights against each other, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent reimbursed by Builder's Risk or any other property insurance, except as such rights as they may have to the proceeds of such insurance.

6. Indemnity

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless, the St. Louis Public Library and all of their agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance, or failure in performance, of Contractor's work and obligations as provided in the contract documents, including any extra work, and from any claim, damage, loss or expense which (1) is attributable to bodily injury, sickness, disease, death, injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder. In any and all claims against St. Louis Public Library, or any of their agents or employees by any employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this paragraph 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts, disability benefits acts or other employee benefit acts. The obligations of Contractor under this paragraph 6 shall not extend

to the liability of the St Louis Public Library, their agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving or failure to give directions or instructions by the St Louis Public Library, their agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.

7. Bonds

If required by the St. Louis Public Library, the Contractor shall furnish the St. Louis Public Library, in a form satisfactory to the St. Louis Public Library, full and duly executed performance and payment bonds, underwritten by a surety or sureties satisfactory to the St. Louis Public Library, in the full amount of this agreement. The Contractor's failure to deliver satisfactory bonds within ten (10) calendar days after demand may be deemed a material breach of this agreement.

8. Changes

8.1 Contractor agrees that St. Louis Public Library may add to or deduct from the amount of work covered by this agreement. Any other made in the amount of work, or any other part of this agreement, shall be by written amendment hereto, setting forth in detail the changes involved. All modifications, including price adjustments, will be mutually agreed upon by both parties. Contractor agrees to proceed with the work as changed when so ordered in writing by the St. Louis Public Library so as not to delay the progress of the work, and pending any determination of the value thereof unless St. Louis Public Library first requests a proposal of cost before the change is effected. If the St. Louis Public Library requests a proposal of cost for a change, Contractor shall promptly comply with such requested price adjustment. Failure of the parties to agree to an adjustment may result in termination of this contract. Upon termination, the Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the cancelled portion of the contract.

8.2 Contractor shall be paid for changes or alterations in the work the actual amount allowed therefore to the Contractor by the St. Louis Public Library. Contractor shall submit an itemized, detailed breakdown for each change proposal. The procedures for administering changes shall be set forth in the contract documents.

8.3 Contractor shall be entitled to receive no extra compensation for extra work or materials or changes of any kind regardless of whether the same was ordered by the St. Louis Public Library or any of his representatives unless a change order or written directive therefor has been issued in writing by the St. Louis Public Library. If extra work was ordered by the St. Louis Public Library and Contractor performed same but did not receive a written order therefor, Contractor shall be deemed to have waived any claim for extra compensation therefor. Contractor shall be responsible for any increased costs incurred by the other contractors and subcontractors that result from Contractor proceeding with changes without a written order therefor.

8.4 Contractor shall not be entitled to receive an overhead and profit allowance in excess of ten percent (10%) of Contractor's actual cost for any extra work ordered in writing by the St. Louis Public Library, unless otherwise agreed in writing by the St. Louis Public Library and Contractor prior to the commencement of such extra work.

8.5 For purposes of this Paragraph 8 only, the term "Library" references only the St. Louis Public Library.

9. Inspection & Approvals

9.1 Contractor shall provide at its own place of business, at the places of business of its subcontractors and suppliers, and at the project, sufficient safe and proper facilities for the inspection of Contractor's work by the St. Louis Public Library, or any other authorized representative. Contractor shall notify the St. Louis Public Library when portions of its work are ready for inspection.

9.2 Contractor shall, within twenty-four (24) hours after receiving written notice from Library, proceed to take down and remove from the project all portions of its work, which the Library shall condemn as unsound or improper or in any way failing to meet the specifications and Contractor at its own expense shall make good all its work or any other work damaged by such removal and replace all removed portions of its work, or otherwork which cannot be repaired, with materials and workmanship meeting specifications.

9.3 In addition to any shop drawings and samples specified, Contractor shall prepare at its own expense and furnish promptly, whenever requested by the St. Louis Public Library, a sufficient number of prints of shop drawings, manufacturer's data, templates, schedules, reports or any other data that may be necessary in the opinion of the St. Louis Public Library for review and approval by the St. Louis Public Library or its representative, and for distribution among other contractors or subcontractors. Contractor shall exercise the utmost diligence in obtaining all drawings, details and information necessary to perform its work, and if at any time drawings or information necessary to perform its work have not been furnished, Contractor shall promptly inform the St. Louis Public Library.

9.4 The approval by the St. Louis Public Library or his representative of any submittals by the Contractor shall not relieve Contractor of liability for any deviations from any contract requirement unless specifically called to the St. Louis Public Library's attention, in writing, and so acknowledged by the St. Louis Public Library in writing.

9.5 Any damage prior to final acceptance and payment for the project shall be immediately corrected and rectified by Contractor at its sole expense. Inspection or supervision by the St. Louis Public Library shall not relieve Contractor of its obligations herein. Contractor shall promptly perform any and all such list work submitted to it by the St. Louis Public Library.

10. Termination and Termination for Conveniences

10.1 Should Contractor fail in the opinion of the St. Louis Public Library at any time to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, or fail in any respect or prosecute the work with promptness and diligence, or fail to correct defective work promptly or fail in the performance of any of the requirements herein, the St. Louis Public Library may, at its option, provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to Contractor. The St. Louis Public Library shall provide twenty-four (24) hour prior notice to Contractor except in any emergency.

10.2 If Contractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect or prosecute the work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of other contractors, or fail in the performance of any of the covenants herein contained, or be unable to meet his debts as they mature, Library may, at its option at any time after serving written two-calendar-day notice of such default, terminate Contractor's employment by delivering written notice of termination to Contractor. Thereafter, the St. Louis Public Library may take possession of the land and work of Contractor at the building site, and through itself or others provide labor, equipment and materials to prosecute Contractor's work on such terms and conditions as shall be deemed necessary, and shall deduct the cost

thereof, including all charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor.

10.3 If Library terminates the employment of Contractor, Contractor shall not be entitled to any further payments under this agreement until Contractor's work has been completed and accepted by the St. Louis Public Library. In the event that the unpaid balance due excess the St. Louis Public Library's cost of completion, the difference shall be paid to Contractor; but if such expense exceeds the balance due, Contractor agrees promptly to pay the difference to the St. Louis Public Library.

10.4 Additionally, the St. Louis Public Library shall have the right to terminate this contract, by written notice, without Contractor being at fault, for any cause or for its own convenience, and require Contractor to immediately stop work. In such event, Library shall pay Contractor for that work actually performed in an amount proportionate to this contract sum. The St. Louis Public Library shall not be liable to Contractor for any costs nor for prospective profits on work not performed.

11. Claims

11.1 Any claims or disputes which may arise, including adjustments to compensation or to time of completion, shall be governed by the contract documents. Claims, disputes or other matters in question between the parties to the agreement, arising out of this agreement or the breach thereof, may be submitted to arbitration or mediation only upon the subsequent, mutual and written agreement of the parties. Absent such agreement, all claims, disputes or other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by resort to litigation in any court of competent jurisdiction located within the City of Saint Louis, State of Missouri.

11.2 Contractor shall carry on the contract work and maintain satisfactory progress while any claim or dispute is being resolved.

12. Damage to Work

All loss or damage to Contractor's work resulting from any cause whatsoever shall be borne and sustained by Contractor and shall be solely at its risk until final acceptance by the St. Louis Public Library.

Contractor shall at all times and at its expense protect all labor, materials, supplies, tools and equipment against any damage, injury, destruction, theft or loss and in no event shall the St. Louis Public Library be liable or responsible therefor, and likewise for those of its mechanics, laborers, and materialmen, for all of which Contractor shall be solely responsible. Contractor shall at its expense promptly repair or replace damage to the work of others, or to any part of the project, resulting from its activities.

13. Compliance with Law and Safety

13.1 All work, labor, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state or local laws, rules, regulations, statutes, ordinances and directives (hereinafter "laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this contract without any additional compensation. Contractor agrees to indemnify and save the St. Louis Public Library harmless from and against any and all claims, loss or expense caused directly or indirectly by its failure to fully comply herewith.

13.2 Contractor agrees that the prevention of accidents to workmen engaged in the work under the

contract is solely its responsibility. Contractor shall comply with all applicable safety laws and with any safety standards established during the progress of the work by the St. Louis Public Library.

13.3 When so ordered by the St Louis Public Library, Contractor shall stop any part of the work which the St Louis Public Library deems unsafe until corrective measures satisfactory to the St. Louis Public Library have been taken. Should Contractor neglect to adopt such corrective measures, the St. Louis Public Library may do so and deduct the cost from payments due to Contractor. Contractor shall timely submit copies of all accident or injury reports to the St. Louis Public Library.

14. Patents

Contractor agrees to pay all royalties and license fees and to indemnify and hold harmless the St. Louis Public Library from any and all loss, damage or expense, including attorney's fees and court costs, to which they may be put from claims or litigation for the misuse of any patented or unpatented invention or process, used or furnished by Contractor, unless required by the contract documents and not originated or prepared by Contractor.

15. Guarantee

15.1 Contractor warrants to the St. Louis Public Library that all materials and equipment furnished shall be new unless specified, and that all work under this contract shall be of good quality, free from faults and defects and in conformance with the contract documents.

15.2 Contractor agrees to promptly make good, without cost to the St. Louis Public Library, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee, or warranty period established in the contract documents, and if no such period be stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the project by the St. Louis Public Library. Contractor further agrees to execute any special guarantees as provided by the contract documents or required by law. Contractor shall require similar guarantees from all vendors and subcontractors.

15.3 Contractor shall pay for all changes to the work resulting from such defects in workmanship or materials and all expenses necessary to replace or repair the work including that damaged or disturbed by making replacements or repairs. This guarantee is in addition to all other guarantees, warranties and rights contained in the contract documents, and otherwise provided by law.

16. Labor Relations

16.1 Contractor shall do whatever is necessary in the progress of its work to assure harmonious labor relations at the project and to prevent strikes or other labor disputes. Contractor shall employ only such labor as, to the St. Louis Public Library's satisfaction, will work in harmony on the job and shall

not use materials or employ means which may cause strikes or other labor troubles.

16.2 Contractor shall fully comply with all labor agreements and jurisdictional decisions presently in force or subsequently executed with or by the St. Louis Public Library. Contractor's failure to so act may be deemed a material breach of this Contract.

16.3 Subcontractors shall comply with this article to the same extent as Contractor. Contractor shall include an express provision imposing such obligations on subcontractors in it subcontracts. Contractor shall indemnify the St. Louis Public Library against any liability, claim, loss, damage or expense resulting

in any way, directly or indirectly, from its failure comply with the requirements of this Section 16, including fees and costs incurred in enforcing this indemnity.

17. <u>Temporary Facilities</u>

Contractor will furnish those temporary facilities and services required by Contractor except for those, if any, to be provided by the St. Louis Public Library as set forth in the contract documents. Storage areas, if available, will be allocated by the St. Louis Public Library for Contractor's materials and equipment during the course of the work. Locations of parking, office trailer (s), marshalling yards (s), etc. shall be submitted to and approved by the St. Louis Public Library.

18. Occupancy of Project

Whenever it may be useful or necessary for the St. Louis Public Library to do so, the St. Louis Public Library shall be permitted to occupy and use any portion of the work which has been either partially or fully completed by Contractor before final inspection and acceptance thereof by the St. Louis Public Library but such use of occupation shall not relieve Contractor of its guarantee of said work and materials nor of its obligation to make good at its own expense any defect in materials and workmanship which may occur or develop prior to release from responsibility to the St. Louis Public Library.

19. Equal Opportunity

19.1 The St. Louis Public Library is an equal employment opportunity employer. Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Act, Missouri Prevailing Wage Law, Contract Work Hours and Safety Standards Act, Copeland Anti-Kick Back

Act and all other applicable federal, state and local laws pertaining to employment or labor relations including all equal employment opportunity laws and any small, disadvantaged and minority business enterprise requirements, in connection with the performance of its services pursuant to this agreement, and further agrees that this provision will be included in any contracts entered into by Contractor with any other person or entity for the performance of services in connection with this agreement. Contractor agrees to supply the St. Louis Public Library with any documentation requested by the St. Louis Public Library to review Contractor's records, reports

and

other documents as necessary to ascertain Contractor's compliance with the provisions of this subparagraph.

19.2 Contractor agrees to comply with applicable health and safety regulations, including those promulgated by EPA, OSHA and other federal, state and local agencies having jurisdiction over any project with respect to which Contractor is requested to provide services, in connection with the performance of its services pursuant to this agreement.

20. Inspection of Documents

Contractor acknowledges that all of the contract documents are on file in the St. Louis Public Library's office and have been made available to Contractor for inspection and copying. Contractor represents that it has carefully examined all of such contract documents or waives such examination. Contractor represents that it has satisfied itself and has become fully acquainted with the nature and location of the work contracted for hereunder, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, utilities, roads, weather conditions, river stages or similar physical conditions, the

conformation and condition of, the ground, the soil structure and subsurface conditions, obstructions, actual levels, excavating, filling in, the character and equipment of facilities needed preliminary to and during prosecution of the work, costs of materials and wage rates and all other matters which in any way might affect the work under this contract, or the cost thereof.

21. Contract and Interpretation

21.1 <u>Inconsistencies and Omissions</u>. Should inconsistencies or omissions appear in the contract documents, it shall be the duty of the Contractor to so notify the St. Louis Public Library in writing within three (3) working days of the Contractor's discovery thereof. Upon receipt of said notice, the St. Louis Public Library shall instruct the Contractor as to the measures to be taken and the Contractor shall comply with the St. Louis Public Library's instructions.

21.2 To the extent that any inconsistencies or conflict in interpretation arise between the terms of this agreement and the contract documents, the terms of this agreement shall control and be binding on all parties hereto.

21.3 Law and Effect. This agreement shall be governed by the law of the State of Missouri.

21.4 <u>Severability and Waiver</u>. The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

21.5 <u>Attorney's Fees</u>. Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interest in any matter arising under this agreement, or to collect damages for the breach of the agreement or to recover on a surety bond given by a party under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein.

21.6 <u>Title.</u> The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

22. Design Team Projects

If the Contractor's work on the project is based on its design or a design in which it or subcontractors engaged by Contractors prepared or participated in the preparation of, Contractor will indemnify and hold harmless the St. Louis Public Library from any and all claims, demands, causes of action, suits, arbitration awards, actual, consequential and punitive damages, costs, expenses, fees (including attorney's fees) directly or indirectly relating to or arising out of any errors or omissions by the Contractor or subcontractors who participated in such design, including, without limitation, all direct and indirect costs and expenses incurred in changing the design of the project, including, without limitation, costs, and expenses incurred by the St. Louis Public Library rendered directly or indirectly incompatible as a result of such errors or omissions and in redesigning of Contractor's work affected or rendered incompatible as a consequence of such errors or omissions, all as determined by the St. Louis Public Library.

23. COVID-19

Contractor understands the novel coronavirus ("COVID-19") is an extremely contagious disease, which can lead to serious illness. Contractor is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and understands those guidelines are subject to change. Contractor agrees to comply with such guidelines, any applicable state or local laws or regulations and advisories, as in effect from time to time, including but not limited to wearing masks and social distancing. Contractor affirms that no one on the job site has experienced any of the symptoms of COVID-19 within the last 14 days. If Contractor's onsite workers exhibit any of the symptoms of COVID-19 at any time before, during or within 30 days of working in Library facilities, Contractor will immediately notify the Library. Contractor acknowledges and understands the inherent risks associated with COVID-19 and is voluntarily assuming such risks in the execution of work as designated in the contract. Contractor agrees to release and hold harmless the Library and its employees, officers, and agents from and against all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19 associated with executing any work as designated in the contract.

24. Miscellaneous

24.1 Failure by the St. Louis Public Library in any instance to insist upon observance or performance by Contractor of any terms, conditions, of this agreement shall not be deemed a waiver by any such terms, conditions or provisions, and observance or performance thereof; no waiver shall be binding upon the St. Louis Public Library unless the same is in writing signed by the St. Louis Public Library and shall then be for the particular instance referred to in said writing only; waiver of any one breach shall not be deemed a waiver of any other breach; payment of any sum by the St. Louis Public Library to Contractor with knowledge of any breach shall not be deemed to be waiver of such breach or any other breach. The remainder of this agreement will not be voided by the invalidity of one or more of the terms of this agreement.

24.2 Contractor shall not place signs of any kind upon the project site without prior written approval of the St. Louis Public Library.

24.3 This Contractor, along with the contract documents incorporated herein, comprises the entire agreement between the parties. All prior negotiations and dealings between the parties are merged in, integrated and superseded by this contract which is binding upon and inures to the benefit of the parties and their successors, legal representatives and assigns. Notwithstanding the foregoing, Contractor shall not assign this contract, or sublet or subcontract all or any part of the work hereunder without the prior written consent of the St. Louis Public Library. All modifications of this contract must be in writing and signed by the parties hereto to be valid.

24.4 Contractor agrees to cooperate with the St. Louis Public Library in the purchase of materials, equipment or other items needed by Contractor for use in connection with the performance of services pursuant to this agreement, in order to take advantage of the St. Louis Public Library's exemption from sales tax under the pertinent law.

24.5 Neither party shall assign any rights under this agreement without the prior written consent of the other party.

24.6 Any notice or communication authorized or required hereunder shall be deemed to have been given, if hand-delivered or mailed by certified or registered mail, as follows:

THE ST. LOUIS PUBLIC LIBRARY

St. Louis Public Library, 1415 Olive Street, St. Louis, Missouri, 63103-2389. Attention: William Jackson

CONTRACTOR:

The following exhibits are attached hereto and made part hereof:

Exhibit A – Related Work Exhibit C – Proposal Acknowledgement Form Exhibit E – E-Verify Non-Collusion Affidavit Exhibit G – Diversity Statement Exhibit B – Proposal Schedule Exhibit D –E-Verify Affidavit Exhibit F - Non-Collusion Affidavit

In witness whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

ST. LOUIS PUBLIC LIBRARY

By_____ Title: <u>Chief Financial Officer</u>

ATTEST:

CONTRACTOR:

By: _____ Title:

SPECIAL CONDITIONS TO AGREEMENT

A. Definitions

1. Where the Agreement makes reference to Consultant, that shall mean the following -

KH Lemp Elevator Consultanting Services, an Atis Company. Zach Perry 314-668-7363 Office 211 3rd Street, Valley Park, Missouri 63088

2. The Library shall be represented for day to day Project activities by Alan Warfield, Manager of Facilities and Maintenance, or his Successor. Alan Warfield's contact information is below.

Alan Warfield Manager of Facilities and Maintenance Office Phone: (314) 241-0610 Mobile Phone: (314) 565-0950 Email: awarfield@slpl.org

- 3. Drawings Prior to commencing elevator renovation work, inspect hoistways, hoistway openings, pits and machine rooms, as constructed and prepare elevator drawings under which elevator work is to be performed. Contractor is responsible for field verifying all dimensions necessary for the proper installation and/or performance of elevator work.
- B. Construction Schedule
 - 1. Commence work upon receipt of signed Agreement. The Contractor shall provide a detailed critical path method Project schedule for approval prior to starting work and this schedule shall include tasks for shop drawing submittals, manufacturing lead times, the renovation work including division 14 work and Attachment "A" associated work items, pre-testing systems and final acceptance inspections. Once the work begins, it shall continue through to completion without unreasonable delays and stoppages so as to complete the work per the Contractor's schedule, which shall not exceed one hundred twenty (120) calendar days. The entire Project schedule, including shop drawing preparation, shop drawing review (allow for a 2-week turnaround of reviewed shop drawings), material lead time and elevator renovation work shall not exceed two hundred sixty (260) calendar days.
 - 2. The Contractor shall cooperate fully with the Library in coordinating the work and providing fully operational elevator systems by the date required. The Contractor shall maintain full crews and continue work once demolition begins until the elevators are completed and operational and accepted by the Library. The Contractor shall provide the manpower required to maintain the schedule; if the work falls behind schedule for any reason attributable to or the responsibility or risk of the Contractor, then the Contractor shall provide additional manpower and/or work additional hours as necessary to bring the Project back on schedule.
 - 3. Along with the schedule, the Contractor shall provide a Schedule of Values that is consistent with the detailed task schedule. This Schedule of Values shall only be used for purposes of invoicing and payment for the work.
- C. Work to be Done
 - 1. The Contractor shall furnish all labor, materials, tools and equipment necessary for and incidental to construction and renovation work in this Project as specified herein.
 - 2. The work shall include everything requisite and necessary to finish the work properly in accordance with all local codes, notwithstanding that every item of labor, materials or accessories required to make the installation complete may not be specifically mentioned.

- 3. General Description of Work
 - a. The project consists of the renovation of one (1) freight traction elevator.
 - b. All work shall be performed as indicated in the Specifications. Work shall include everything requisite and necessary to properly finish the Project notwithstanding that every detail may not be particularly mentioned.
 - c. The Specifications include section 142100 Traction Freight Elevator, which is the elevator work, and also includes Exhibit "A" Related Work, which is work required outside of Division 14. This work shall be completed on a design build basis. The Contractor shall provide the proper expertise for each discipline of work required and perform all work in accordance with applicable codes. In terms of this Exhibit "A" Related Work, for each discipline of work to be completed, the Contractor shall provide a written submittal to identify how each associated item is to be completed. Where there are options for completion of specific tasks available, the options shall be submitted in advance to the Library and due dates required for responses to keep the Project on schedule. Two (2) weeks shall be allowed in the Project schedule for all submittal responses, though all efforts will be made to reduce submittal review times.

D. Submittals

- 1. The Contractor shall submit for approval to the Library and Elevator Consultant all equipment lists and shop drawings within six (6) weeks from receipt of signed Contract/Proposal. Failure of the Contractor to submit shop drawings in a timely manner may result in the Library holding contract payments.
- 2. Material and equipment lists shall be submitted and approved by the Elevator Consultant before any material or equipment is purchased or any such purchase prior to approval shall be at the Contractor's sole risk. Materials and equipment lists shall be corrected to as-built conditions prior to the completion of the Project.
- 3. The Contractor shall submit to the Library and Elevator Consultant an electronic copy in pdf format of all required shop drawings and material and equipment lists. Marked copies of these submittal items shall be returned to the Contractor marked accordingly via email. The Contractor shall make all corrections and resubmit as necessary. Each shop drawing submitted to the Library and Elevator Consultant by the Contractor shall bear a Professional Engineers Seal indicating their review and approval.
- 4. All warranties, certificates, maintenance manuals, diagnostic tools and diagnostic tool instruction manuals shall be submitted to the Library before final payment will be processed, or the Library shall have the right to withhold \$5,000.
- E. Use of Premises
 - 1. The Contractor shall carry out his work in such a manner that it will not interfere with normal activities at the building included in this Contract. Contractor's operations, including storage of materials, shall be confined to areas designated by the Library's Representative. The Contractor shall not unreasonably encumber the premises with his equipment or materials. All rubbish, debris and other refuse resulting from work operations shall be properly disposed of on a daily basis. At the end of the Project, a thorough cleaning shall be performed by the Contractor that restores all work areas to pre-Project conditions that are satisfactory to the Library's Representative and the Elevator Consultant.
 - 2. All workers are to enter and exit the building using the entrance(s) identified by the Library.
 - 3. Storage of material at building site is very limited and will be discussed at the scheduled pre-proposal conference. The Contractor shall expect the majority of the material to be brought on site when needed and that materials shall be staged off site at the Contractor's cost. The Library will pay for materials

delivered to the Contractor's warehouse or warehouse space leased by the Contractor, assuming Contractor provides proper proof of shipment delivery and proper segregated storage (bill of lading, photographs, etc.). Contractor is responsible for all warehousing fees, when applicable.

- 4. Parking spaces for Contractor's workers will be made available at the Project site as designated by the Library's Representative.
- 5. Contractors are responsible for clean up of all dust, debris and trash in common areas on a daily basis during construction procedures, using their own equipment.
- 6. Existing toilet facilities in the building will be available for use by Contractor's working men as designated by Library's Representative. Toilet facilities shall be kept clean and in a sanitary condition at all times.
- 7. Light and power required for small tool operation may be obtained without cost to the Contractor, from existing utilities as directed by Library's Representative. All temporary extensions and provisions for obtaining power shall be furnished and maintained by the Contractor, and upon completion of the work, Contractor shall remove same and replace, or repair, all damage caused by the use of these facilities.
- 8. The Contractor's personnel shall supply their own drinking water.
- 9. The Contractor shall be held responsible for protection for, but not limited to, the following, whether on Library's property, and shall replace or repair, at Contractor's expense, any damages arising during the course of construction.
 - a. existing buildings and their contents.
 - b. streets, curbs, walks, sidewalks, steps, retaining walls, freight elevators, fencing, landscaping and paving.
 - c. lobby finishes or personal property located in elevator lobbies.
- 10. All construction materials stored and/or installed at the job site shall be adequately protected against damage from the elements, vandalism, theft and other damage inflicted during construction.
- 11. The Contractor and all workers may use existing stairs for travel to and from floors. See Library's Representative for designation of which stairs may be used. The Contractor shall take all necessary precautions and perform all clean up operations necessary to insure the cleanliness of the stairs used by Contractor and all workmen to the satisfaction of the Library's representative.
- 12. Contractor shall provide and maintain suitable containers for the removal of material and debris from the building. Contractor shall provide a dumpster at the job site for the removal of debris, location as designated by the Library's Representative. Do not empty onto ground. Contractor must remove and properly dispose of their rubbish daily from the property. Contractors are not allowed to throw their trash into the Library's 'trash container.
- 13. Contractor's workmen must eat lunch outside of the building or within the work area.
- 14. Work may begin at 7:00 a.m. Contractors will be denied entrance to building prior to 7:00 a.m.
- F. Inspection of the Site of Work
 - 1. Bidders shall make a visit to the work site in order to observe actual conditions and to verify information as outlined in the specifications. All Bidders shall be deemed to have knowledge of all conditions that were reasonably apparent during the Pre-Proposal Site Inspection. It shall be verified that no irregularities exist which affect execution of the work specified.

G. Working Conditions

Work shall be performed during normal working hours of the Elevator trade. Work at other hours shall be by special permission only unless otherwise specified.

H. Inspection

All work may be inspected by either the Library Representative or Elevator Consultant during the progress of the Project. The Elevator Consultant shall also serve as the Licensed QEI Inspector and shall witness all load and final acceptance testing performed by the Contractor, as required by the State. The Contractor is not responsible for the Elevator Consultant's fees for these inspections.

I. Security

The Library will continue to occupy the building during the performance of the work. Contractor shall protect all elevator hoistways; no hoistways shall be left unprotected at any time.

- J. Product Delivery, Storage and Handling
 - 1. Deliver material in Contractor's original unopened protective packaging.
 - 2. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
 - 3. Protect equipment and exposed finishes from damage and stains during transportation.
 - 4. Allocate available site storage areas and coordinate their use with Purchaser and other Contractors.
 - 5. Provide suitable temporary weather-tight storage facilities as may be required for material that will be stored in the open.

INSTRUCTIONS TO PROPOSERS

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL

LIBRARY DISTRICT DBA

ST. LOUIS PUBLIC LIBRARY RFP 21-002228

COMPTON TRACTION ELEVATOR RENOVATION

The St. Louis Public Library, a municipal Library district, is a political subdivision of the State of Missouri, and a body corporate with all the powers and rights of like or similar corporations.

In accordance with the St. Louis Public Library's procurement policy, Proposals will be handled so as not to permit disclosure of the identity of any Proposer or the contents of any Proposal to competing Proposers during the process of negotiation. A register of Proposals shall be prepared containing the name of each Proposer, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of Proposals shall be open for public inspection only after a final contract is executed.

The right is reserved by the St. Louis Public Library to cancel the RFP or to reject in whole or in part when it is for good cause and in the best interest of the St. Louis Public Library and to waive any irregularity or informality with respect to any Proposal. The St. Louis Public Library reserves the right to split awards, make multiple awards and to reject all Proposals.

Proposers are expected to examine specifications, schedules, drawings, and all instructions. Failure to do so will be at Proposer's risk.

To preserve the integrity of the selection process, questions regarding this RFP should only be directed in writing to Rita Kirkland, <u>rkirkland@slpl.org</u>. <u>Proposal inquiries must be submitted in writing for</u> <u>the St. Louis Public Library review no later than June 1, 2021 by 4:00 p.m.</u> to allow for the St. Louis Public Library's reply prior to Proposal submissions. Responses, when provided, will be included in an amendment.

It is the responsibility of the Proposer to deliver the Proposal and/or Proposal modification on or before the hour and date specified for the receipt of Proposals. Proposals received late will be rejected.

Proposals and modifications should be submitted in sealed envelopes addressed to Rita Kirkland, Purchasing Manager, St. Louis Public Library, Administrative Offices, 1415 Olive St., St. Louis, MO 63103. The Proposal shall show on the face of the envelope:

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVTOR RENOVATION

PROPOSALS DUE 06/01/21@ 4:00p.m.

<u>ELECTRONIC RESPONSES WILL BE ACCEPTED.</u> SUBMISSIONS MAY BE SENT TO <u>bids@slpl.org</u>. The RFP NUMBER MUST BE SHOWN IN THE SUBJECT LINE

QUOTATION FORM

ST. LOUIS PUBLIC LIBRARY COMPTON BRANCH 1624 LOCUST ST. ST. LOUIS, MISSOURI 63103

RFP # 21-002228

DATE: _____

Proposal of	(hereinafter called Proposer) * a
Corporation, Incorporated under the laws of the State of	; * a Partnership; * an
Individual doing business as	

* Scratch out non-applicable notations.

- 1. The Proposer, in compliance with the St. Louis Public Library's (Library) request for proposal for the renovation of one (1) traction freight elevator in the Compton Branch located at 1624 Locust St, St. Louis, MO, having examined the Contract Documents, including all specifications, and the site for the proposed work, and being familiar with all conditions surrounding the construction of the proposed project, hereby proposes to furnish all labor, materials and supplies to renovate the elevator in accordance with the Contract Documents included or referenced, and to include, in addition to the cost of the work, all permits, fees and licenses related to the work.
- 2. The Proposer acknowledges receipt of the following addenda:

 Addenda no.
 Dated:
 ______.

 Addenda no.
 Dated:
 ______.

3. Base Proposal Pricing:

a. The base proposal for work stipulated under these base specifications for the elevator renovation work described in specification section 14 21 00:

_____dollars (\$ ______).

b. Exhibit A Related Work: Per the work described in Exhibit A Related Work, provide a design build cost to perform the work identified.

dollars (\$ _____).

4. Other Pricing:

a. Extra Elevator Work: In the spaces below, provide the hourly cost for a Mechanic or Apprentice to perform approved work outside of the specifications, should this work be required.

 Mechanic Straight Time:
 \$ ______ per hour.

 Mechanic Overtime:
 \$ ______ per hour.

 Apprentice Straight Time:
 \$ ______ per hour.

Apprentice Overtime: \$_____ per hour.

b. Extra Work Non-Elevator Work: In the space below, indicate the percentage of mark-up for overhead and profit on labor for approved work performed outside of the elevator trade.

 Overhead Markup:
 %

 Profit Markup:
 %

c. Material for Extra Work: In the space below, indicate the percentage of mark-up for materials used for extra work necessary that is outside of the Project Manual.

Material Markup for Extra Work: _____%

- 5. Schedule: Proposer shall provide proposed schedule with their bid. At a minimum, the schedule shall meet the schedule requirements depicted in the Special Conditions and may be taken into account when awarding the contract for this Project.
- 6. Proposer agrees to submit to the Library appropriate certificates of insurance as required.
- 7. The Proposer understands and agrees that their proposal shall be binding and that upon acceptance by Library, this proposal, together with the Construction Agreement, Special Conditions, Specifications and Exhibits, shall become a binding contract between Proposer (Contractor) and Library. Proposer also understands and agrees that its proposal may not be withdrawn or amended for a period of ninety (90) days following the scheduled closing time for receiving bids.
- 8. The Proposer agrees that the Library reserves the right to reject any or all bids and to waive any informality in the bidding.

Respectfully Subr	nitted,	
Company		
Address		
Ву		
-		
Date		

SECTION 142100 - TRACTION FREIGHT ELEVATOR

PART 1 - GENERAL

1.1 GENERAL NOTES

- A. General Provisions of Contract, including general and supplementary conditions and General Conditions, apply to work of this section.
- B. Provide all labor, materials, services, and equipment necessary to complete the renovation of the elevator as specified herein.
- C. Specifications are intended to show general arrangement, design and extent of work. Anything not mentioned in these specifications, as well as any work which is obviously necessary to complete the Project, within the limits established by the drawings, specifications and codes, although not shown on or described therein, shall be performed by the Contractor as part of his work.

1.2 DESCRIPTION OF WORK

- A. Extent of work in this section is to renovate one (1) electric traction geared elevator no. 1 located at St Louis Public Library – Compton Library, St. Louis, Missouri, as noted in the elevator schedule. The schedule indicates the elevator to be renovated, required performance, control, capacity, features, and finishes for the elevator.
- B. Electric traction elevators are hereby defined to include elevators in which cars are hoisted by ropes over power driven traction sheaves, complete with components, equipment, machines, controls, and devices as indicated and as required for safely operating elevators at rated speed and capacity.
- C. The Contractor shall provide a fully renovated and operational elevator within the final, agreed upon construction schedule. The Contractor shall maintain full crews and continue work once elevator demolition begins until the elevator renovation is complete, operational and accepted by the Owner. The Contractor shall provide the number of crews required to maintain the final, agreed upon schedule and shall provide additional manpower and work such additional hours as are necessary to bring the project back on schedule.

1.3 ELEVATOR SCHEDULE

Renovate	Renovate one (1) geared traction freight elevator.
Capacity	Retain 3000 lb. Capacity and General Freight Class Loading.
Speed	Retain 100 fpm.

Operational Control	Provide new microprocessor controller with Simplex Collective Operation with these additional features: - Independent Service - Fireman's Emergency Service Operation - Restricted Access for hall buttons at Landings G and 1 -Door Hold -Emergency Communication Verification
Machine	Provide new geared traction machine with AC motor, redundant brake and all required rope and kick guards.
Motor Control	New variable voltage, variable frequency (VVVF) AC built into control cabinet.
Power Characteristics	Retain existing
Stops & Openings	Four (4) stops & openings with front openings at floors B, 1 & 2 and a rear opening at Garage.
Approximate Travel	23'-0"
Approximate Inside Car Dimension	Retain 88" wide by 90" deep by 96" high.
Entrance Size	Retain front - 4'-0" wide by 7'-0" high. Retain rear - 6'-0" wide by 7'-0" high.
Entrance Type	Retain front - Center Opening, Single Speed. Retain rear - Manual, Vertical Bi- parting.
Hoistway Entrance Scope	Front – Retain frames, sills and headers. Provide new door panels, hangers, interlocks, unlocking devices and closers.
	Rear - Retain entrance jambs, sills, door tracks and door panels. Replace door chains, door sheaves, unlocking devices and interlocks. Provide missing fascia

	between floors to reduce distance from platform to wall to a code-compliant distance (5 inch maximum).
Door Operation	Front - New, heavy duty, closed loop, door operator with new clutch and restrictor. New full infrared screen detector. Provide new door hangers, track and gate switch.
	Rear – Retain manual operation of gate.
Guide Rails	Retain steel tees for car and realign as required.
Car Structure	Retain car structure and slide guides. Provide new maximum length platform guards.
Buffers & Pit Equipment	Retain spring buffers. Provide new pit stop switch. Provide a new compliant pit ladder on the interlock side of the entrance.
Car Enclosure	Retain enclosure. Provide new car door at front; retain and refurbish existing car gate at rear. Re-paint walls and canopy. Provide new LED lighting recessed in the canopy. Install new tile flooring.
Signals -	
Car Control Station	Provide new single car control station with fireman's emergency service phase II cabinet, integral speakerphone and emergency car lighting mounted in front return of cab.
Car Position Indicator	New digital car position indicator in upper portion of car control station panel.
Hall Buttons & Hall Pos. Indicators	New hall button riser with digital position indicators. Floor 1 fixture to include fireman's emergency service Phase I key switch, jewel and instructions, and emergency communication failure key switch and

jewel. Provide hoistway access key switches in terminal landings.

New Installation Service

Full maintenance service for 12 months after completion of the elevator work.

1.4 QUALITY ASSURANCE

- A. Installer Qualification: The elevator manufacturer, or a licensee of the manufacturer, who has a record of successful experience with the renovation of similar elevators. The Contractor shall have, as a minimum, the following qualifications and documentation verifying these qualifications shall be submitted prior to award:
 - 1. Minimum of five (5) years successful experience in installing and servicing similar elevator installations.
 - 2. Installed at least ten (10) completed and accepted elevator systems of similar size, scope, logic control, and motion control required by this contract.
 - 3. An existing in-house administrative and technical organization staffed with competent personnel who are experienced in the elevator work required to install and service the elevator systems as specified. The in-house staff (sales, operations, administration, etc.) shall be employed in a local office located within one hundred (100) miles of the Project site.
- B. Elevator Code: Except for more stringent requirements as indicated or imposed by governing regulations (which must be complied with), comply with applicable requirements of the 2016 ASME A17.1 Safety Code for Elevators and Escalators (hereinafter referred to as the "Elevator Code").
- C. NFPA Code: Comply with applicable NFPA Codes and specifically with sections relating to electrical work and elevators.
- D. Fire Resistance of Entrances: Any modifications shall comply with NFPA No. 80 and provide units bearing appropriate UL labels. Existing hoistway is a 2-hour fire rated construction.
- E. Accessibility Standards: Comply with the 2009 ANSI A117.1 Accessible and Usable Buildings and Facilities and the 2010 ADA Standards for Accessible Design dated September 15, 2010.
- F. Performance Requirements: Provide elevators which meet the following performance requirements
 - 1. Speed: +/- 3% of contract speed under any loading condition.
 - 2. Capacity: Safely lower, stop, and hold up to 125% of rated load.
 - 3. Stopping Accuracy: 1/4 inch under any loading condition.
 - 4. Floor to Floor Performance Time: 11.0 seconds (based on a floor height of 16'-4" between floors 1 and 2 from start of front doors closing until doors are 3/4 open and car is level and stopped at the next successive floor under any loading condition or travel direction).
 - 5. Door Close Time (Front Doors Only): 3.5 seconds.
 - 6. Door Open Time (Front Doors Only): 2.5 seconds.

- 7. Door Open Dwell Time (Front Doors Only): 3.0 seconds car call / 5.0 seconds hall call. Dwell time shall be reduced to 0.5 second upon activation of the door protection device or the initiation of any car floor button.
- 8. Nudging (Front Doors Only): 60 seconds.
- 9. Smooth acceleration and deceleration for comfort of ride.

1.5 SUBMITTALS

- A. Refer to Division 1 for information regarding submittals, including submittal requirements, processing procedures, and limitations of review.
- B. Pre-Construction Submittals: Within six (6) weeks of the executed contract, the following submittals shall be submitted for review.
 - 1. Product Data: Submit manufacturer's technical product data and instructions for each principal component or product. List and describe features of control system, performances, and operating characteristics. Submit brochures of all signal and operational fixtures, control and drive equipment, hoistway door equipment, door operators and door protective devices.
 - 2. Shop Drawings: Shop drawings shall be prepared by skilled draftsmen and presented in a clear and thorough manner as follows
 - a. Job-Specific Elevator Layout Drawings: Drawings shall include dimensional layout drawings for the elevator, showing plans, elevations, sections, and large scale details of hoistway, machine space, and control room indicating service at each landing, coordination with building structure, and relationships with other construction including, but not limited to, electrical and HVAC equipment. Indicate maximum dynamic and static loads imposed on building structure at points of support per ASME A17.1 Safety Code for Elevators and Escalators. Indicate capacities, speeds, sizes, performances, operations, safety features, controls, finishes, and similar information on the layout drawings.
 - b. Fixture drawings: Submit job-specific, straight-line dimensional drawings of all signal and operational fixtures.
 - c. Car Enclosure: Submit job-specific plans, elevations, and details of car enclosures.
 - d. Hoistway Entrance: Submit job-specific plans, elevations and details of wall interface.
 - e. Approval of shop drawings and cuts is for general arrangement only and does not include measurement, which is the contractor's responsibility, or approval of variations from the contract documents. The purpose of the shop drawing submittals by the contractor is to demonstrate to the owner the contractor understands the design concept and demonstrates an understanding of the equipment and materials to be furnished.

- 3. Samples: Submit samples of exposed finishes of car enclosures, hoistway entrances, and signal equipment. Provide 6" to 8" square samples of sheet materials and 10" to 12" lengths of running trim members.
- 4. Maintenance Certification: The Contractor shall submit a written certification, signed by the Contractor and the manufacturer of the equipment, making a commitment to provide direct support to the Owner, or the Owner's elevator maintenance service representative, including availability of parts (for inventory, not on an "exchange only" basis), diagnostic tools, and technical & engineering support. In addition all parts and support shall be provided at a reasonable cost in line for which the original manufacturer would charge to its own customer base and response shall be in a timely manner. This commitment shall remain in effect for a minimum of twenty-five (25) years after substantial completion of the project.
- C. Post-Construction Submittals: Prior to final acceptance testing, the following shall be submitted for review and acceptance.
 - 1. Diagnostic Device: Upon completion of work provide diagnostic testing device, or maintenance terminal, suitable for all troubleshooting and testing procedures related to the specific type of microprocessor control. This diagnostic testing device, or maintenance terminal, shall conform to the operating procedures under the testing section of these specifications.
 - 2. Maintenance Manuals: Submit two (2) bound manuals in standard three-ring, hard binders. Identify each binder with Owner's name. Submit one (1) manual in .pdf format on a usb drive. Each manual shall contain the following:
 - a. Operating and maintenance instructions, lubricating schedule and instructions, parts listing, recommended parts inventory listing for motor and critical components, emergency instructions and similar information.
 - b. A copy of the diagnostic device operations manual. The diagnostic device operations manual shall be complete with adjustment settings, sequence of operation, and other diagnostic technical data required for adjustments, tuning, maintenance, and operation of the elevators including performance of all required acceptance and periodic testing required by the ASME A17.1 Safety Code for Elevators and Escalators. Manual shall include access codes required for accessing microprocessor equipment for adjusting or programming.
 - c. Detailed "Maintenance Control Program", specific to the elevator as required by Elevator Code. The MCP shall be in place to maintain the equipment in compliance with Elevator Code. The MCP shall specify examinations, tests, cleaning, lubrication, and adjustments to applicable components at regular intervals and shall comply with Section 8.6.1 of the Elevator Code. The MCP shall include "On-Site Documentation" and a method for "Maintenance Records" and "On-Site Maintenance Records" as described in Elevator Code.
 - d. Provide complete electrical circuit diagrams for control and operational features as installed, showing location and wiring for power, signal and

control systems. The diagrams shall differentiate clearly between manufacturer-installed wiring and field installed wiring.

- 3. Maintenance Control Program: One (1) copy of the "Maintenance Control Program," identical to the MCP provided in the Maintenance Manual, shall be laminated and placed for use in the elevator control room.
- 4. Wiring Diagrams: Provide one (1) bound set of 11" x 17" minimum, as installed, clear-laminated wiring diagrams in the elevator machine room. Additionally, provide one (1) .pdf copy of the diagrams on separate usb drive.
- 5. Keys: Provide a total of three (3) sets of keys for each type of key fixture on the elevator equipment.
- 6. Certificate Frame: Provide a certificate frame in the elevator control room mounted in a conspicuous location. Frame shall be made of a quality metal with a window size 8-1/2 inches by 11 inches or larger to house the operating certificate from the State of Missouri.
- 7. Certificates and Permits: Provide Owner with copies of all inspection/acceptance certificates and operating permits as required by governing authorities to allow normal, unrestricted use of elevators. If any variances are required from the State of Missouri for the product installed they shall be obtained by the Contractor. Provide a copy of any variances to the Owner upon completion of the project.

1.6 INITIAL MAINTENANCE AND WARRANTY

- A. Maintenance Service: Furnish maintenance and callback service on the elevator commencing upon substantial completion of the elevator and concluding twelve (12) months following date of substantial completion. The maintenance and callback service shall include at a minimum, but not be limited to, the full maintenance requirements as follows:
 - 1. Maintenance service shall be performed by skilled elevator personnel directly employed and supervised by the same company that furnished and installed the elevator equipment specified herein.
 - 2. This service shall include:
 - a. Monthly examination of this electric traction elevator at a minimum. Include all required routine maintenance as depicted in the "Maintenance Control Program" that shall be provided with the renovation.
 - b. Lubricating, adjusting, repairing and replacing of all parts as necessary to keep the equipment, including battery packs, in a first-class condition and proper working order.
 - c. Furnish all lubricants and parts required.
 - d. Assure smooth and consistent operation of automatic hoistway doors and car doors.
 - e. Assure smooth starting and stopping and accurate leveling at all times.
 - f. Provide all periodic annual and maintenance testing in accordance with the Elevator Code.

- g. The Contractor shall keep clean of all dirt and debris guide rails, top of car, bottom of platform, machine room, unit hoistway and pit. All necessary cleaning supplies and equipment shall be furnished by the Contractor.
- h. An annual inspection, as described in the Elevator Code and as required by governing authorities, shall be performed by the Contractor during the new installation service period. Contractor shall coordinate with the State of Missouri licensed inspector retained by the Owner to witness the annual tests. Coordinate exact dates with Owner.
- 3. The maintenance service shall not include the performance of any work required as a result of improper use, accidents or negligence, for which the Contractor is not directly responsible.
- 4. All work shall be completed by trained employees of the Contractor and performed during normal working hours (7:00AM until 3:30PM). Include 24 hour/day, 7 days/week emergency callback service. Overtime cost of said callbacks shall be billed as an extra at the Contractor's standard rate. Exclude only repair/replacement due to misuse, abuse, accidents, or neglect caused by persons other than installer's personnel. During normal working hours, response to non-emergency callbacks shall be within 1 hour of the call and response to emergency callbacks shall be within 1/2 hour of the call. During other than normal working hours, response to non-emergency callbacks shall be within 1 hour of the call.
- 5. The Contractor shall maintain a log in the elevator machine room. The log shall list the date and time of monthly examinations and all trouble calls. Each trouble call shall be fully described including the nature of the call, necessary corrections performed and or parts replaced.
- 6. Maintenance Control Program shall meet the requirements for maintenance as identified in ASME A17.1, Section 8.6.
- 7. Service and emergency personnel shall report to the facilities coordinator, or his authorized representative, upon arrival at the Project site and again upon completion of the required work. A copy of the work ticket containing a complete description of the work performed shall be given to the facilities coordinator or his authorized representative.
- 8. Thirty (30) calendar days prior to the expiration of the new installation maintenance service period, a post warranty inspection shall be coordinated by the installing contractor to ensure the elevators are in a good state of maintenance repair and all maintenance manuals, diagnostic tools and Maintenance Control Program documents are in place. The inspection shall include the installing contractor, the Owner's potential elevator maintenance contractor and the Owner's representative.
- B. General Warranty: The elevator warranty specified in this section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- C. Warranty: Provide special project warranty, signed by Contractor, Installer, and Manufacturer, agreeing to replace, repair/restore defective materials and workmanship of elevator work during warranty period. "Defective" is hereby defined to include, but not by way of limitation, operation or control system failures,

performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration, and similar unusual, unexpected and unsatisfactory conditions. The warranty period is twelve (12) months starting on date of substantial completion of the Project work and shall be extended until "defects" as defined in this warranty are corrected.

PART 2 - MATERIALS AND COMPONENTS

2.1 GENERAL

A. Provide manufacturer's standard pre-engineered elevator systems which will comply with or fulfill the requirements of elevator schedule sheets or, at manufacturer's option, provide custom manufactured elevator systems which will fulfill requirements. Where components are not otherwise indicated, provide standard components, published by manufacturer as included in standard pre-engineered elevator systems, and as required for a complete system.

2.2 ELEVATOR MACHINERY AND CONTROL EQUIPMENT

- A. Drive Machine: The existing elevator geared, traction type drive machine and deflector sheave shall be removed and replaced with new. The machine shall be of the worm and gear type, roped 1:1, with motor, brake, and traction drive sheave compactly mounted on a continuous bed plate and then mounted to the existing steel machine beams. Sound isolation pads shall be installed beneath the machine bed plate to reduce vibration and noise transmission to the building structure.
 - 1. Deflector sheave shall be provided and may be mounted integral with the bed plate in the elevator machine room, above the machine room floor level, or mounted on the bottom of the existing machine beams in the top of the elevator hoistway, below the machine room floor level.
 - 2. The drive machine motor shall be an alternating current type designed for elevator service with high starting torque and low starting current incorporating devices to protect against overloading.
 - 3. The brake shall be of the drum type, spring applied and electrically released, designed for smooth stops with variable loads.
 - 4. Provide a rope brake for the elevator drive machine, sized appropriately for the application. The rope brake shall serve as a protection device against unintended movement of the elevator car away from the landing in either direction with the hoistway door not in the locked position and the car door not in the closed position, as a result of failure in the electric driving machine motor, brake, coupling shaft, gearing, control system, or any other component on which the speed of the car depends, except for the hoist ropes and the drive sheave of the machine.
 - 5. Provide steel angle guards around the cable access holes or duct slots in the machine room floor. Provide smoke guards for sheaves, cables, and cable slots around the cable access holes in the machine room floor per Building Code requirements.

- 6. Provide rope guards around the drive machine equipment such that the equipment is guarded from accidental rope contact whose vertical rope projection upon a horizontal plane extends beyond the base of the machine.
- B. Power Control: Variable voltage, variable frequency non-regenerative A.C. drive system shall be provided. The power for the system shall be taken from the building three phase power supply. A.C. voltage shall be changed to D.C., and a power transition inverter circuit shall change D.C. voltage to A.C. to power elevator motor. Motor speeds and torque shall be controlled by varying frequency and amplitude of A.C. voltage.
 - 1. The drive shall provide the elevator with automatic self-leveling that shall bring the elevator car level with the floor landing regardless of load or direction of travel. The automatic self-leveling shall correct for over travel, under travel, and rope stretch.
 - 2. A digital encoder shall provide the speed feed-back for accurate speed control under varying loads and temperature conditions in both directions. The speed control shall provide optimal speed patterns for each run regardless of distance to provide minimum floor to floor times.
 - 3. Provide isolation transformers, line filters, and chokes, as necessary, to prevent electrical peaks or spikes from feeding back into the building power system from the solid-state converters. Provide chokes to omit airborne electrical noise.
- C. Controller: The existing controller and related components shall be removed. A new controller and landing system shall be provided for the elevator and located in the machine room. The controller shall be as follows:
 - 1. A microprocessor computer-based control system shall be provided to perform all of the functions of safe elevator motion and elevator door control and shall be one of the following:
 - a. MCE Motion 4000 (with On-Board Diagnostic Keyboard and Display)
 - b. SmartRise C4 Traction Controller (with On-Board Diagnostic Keyboard and Display and Adjustor's Manual)
 - 2. A car control station shall be furnished for the elevator that shall contain a bank of buttons numbered to correspond to the landings served. At each terminal landing a single push button shall be provided and each intermediate landing a button fixture shall be provided containing up and down push buttons.
 - 3. When a call is registered by momentary pressure by a car or landing button, that button shall become illuminated and remain illuminated until the call is answered. Illuminated buttons serve as a visual indication that a call has been registered and that the car will stop at that landing.
 - 4. The controller shall include all the hardware required to connect, transfer, and interrupt power and protect car operational and group supervisory control.
 - 5. Identify each device, module and fuse (with ampere rating) by name, letter, or standard symbol, in an indelible and legible manner on the device or panel. Coordinate identification markings with identical markings on wiring diagrams. Use light emitting diodes (LED) for visual monitoring of individual modules. Components shall have interlocking circuits to assure fail-safe operation and to prevent unwarranted elevator movement should any component fail to function

properly. Modules shall be of the type that plug into pre-wired mounting racks. Field wiring or alteration shall not be necessary in order to replace defective modules.

- 6. The elevator shall be provided with an automatic leveling device that will bring the car to a stop within ¹/₄-inch of the landing level regardless of load or direction of travel. Landing level will be maintained within the leveling zone irrespective of the hoistway doors being open or closed.
- 7. Design the system so that it will start properly when power is restored in the event of a power failure. Provide system memory so that data is retained in the event of power failure or disturbance.
- 8. Operation for the elevator shall be automatic by means of the car and landing buttons. Stops registered by the momentary actuating of the car and landing buttons shall be made in the order in which the landings are reached in each direction of travel after the buttons have been actuated. All stops shall be subject to the respective car or landing button being actuated sufficiently in advance of the arrival of the car at the landing to enable the stop to be made. The direction of travel for an idle car shall be established by the first car or landing button actuated.
 - a. "UP" landing calls shall be answered while the car is traveling in the up direction and "DOWN" landing calls shall be answered while the car is traveling in the down direction. The car shall reverse after the uppermost or lowermost car or landing call has been answered and proceed to answer car calls and landing calls registered in the opposite direction of travel.
 - b. When the car, without registered calls arrives at a floor where both the "UP" and "DOWN" calls are registered, it shall initially respond to the hall call in the direction that the car was traveling. When no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite direction. The hall lantern shall indicate the changed direction when the doors reopen.
- 9. A diagnostic testing device, or maintenance terminal, suitable for all troubleshooting and testing procedures related to the specific type of microprocessor control, shall be installed on this project and provided for the control system at the final acceptance. This diagnostic testing device, or maintenance terminal, shall conform to the operating procedures under the testing section of these specifications.
- 10. Additional special operations shall be included with the elevator control system as follows:
 - a. Independent Service: A key switch shall be provided in the car control station that, when actuated, shall disconnect the elevator from the hall buttons and permit operation from the car buttons only. Close doors by constant pressure on desired destination floor button. Doors shall open automatically upon arrival at selected floor.
 - b. Fireman's Emergency Service: Furnish emergency operation to return the elevator to Floor 1 and provide return to the alternate Floor 2 when emergency is at Floor 1. Furnish "in car" control of the elevator during emergency operation by means of a key switch in the car. Smoke detectors

shall be furnished and installed by other sections in the elevator lobbies and machine room areas and have appropriate wires and signals brought to machine room and to the elevator controller.

- c. Security Access Operation: Provisions for special security access operation shall be provided for the elevator, as described below:
 - 1) Controlled Access Operation Card Reader: Hall calls from hall call stations at floors G and 1 may be entered only in conjunction with the access control system that provides the elevator controller with signals to enable/disable hall calls. A card reader provided in the hall stations provides authorized persons with ability to enter hall calls as determined by the access control system.
- d. Door Hold: Provide a "Door Hold" button on the car control station panel such that when the button is activated it shall illuminate and the door dwell time for the front doors shall increase to 30 seconds for the movement of carts on and off the elevator. The timing devices shall be adjustable to increase or decrease the additional door dwell time from zero to one hundred twenty seconds. The increased door time shall be canceled upon initiation of any car button. After increased door dwell time has expired, or upon the depression of any car control station button, the doors shall close, and the elevator shall return to normal operation.
- Emergency Communications System Failure Verification: For each e. elevator group, provide a means to verify operability of the telephone line(s) serving the respective elevator group's emergency two-way communications system. This system shall verify telephone line operability on a daily basis and provide for a visual and audible alarm when the system determines that the telephone line is not functioning. The audible and visual alarm shall be located near the firemen's emergency service phase I key switch. The visual signal shall be an intermittent jewel illumination that shall not extinguish until the telephone line is functional. The audible signal shall be 10 dBA above ambient noise, but shall not exceed 80 dBA, as measured from the phase I recall key switch location. The audible alarm shall sound until authorized personnel silence it or until the telephone line is made functional. The means to silence the alarm shall be accessible only to authorized personnel. This system shall meet Elevator Code Requirements.
- f. Hoistway Access Key Switch Operation: Key operated switches shall be provided in the car and at the top and bottom landings for selecting hoistway access operation. When the respective inspection switch in the car is turned to the "ON" position, the car is put on inspection operation and can only be run by use of the switches at the top and bottom landings.
 - 1) The car parks with the doors open and the closing circuit rendered inoperative. The inspector runs the car at low speed with the doors open by constant operation of the switch located in the elevator lobby.
 - 2) The car can be run down from the top floor to gain access to the top of the car, or up from the bottom floor to gain access to the elevator pit. The movement of the car initiated and maintained by the upper access switch shall be limited in the down direction to a travel not greater than the height of the car crosshead above the car platform

and limited in the up direction to the distance the platform guard extends below the car platform.

- 3) The car can be run up from the bottom landing to gain access to the pit. Travel is limited in the up direction by hoistway limit switches so that the maximum travel is the point where the bottom of the platform guard is even with the hoistway entrance header.
- D. Governor, Governor Rope & Tension Sheave Assembly: The existing governor, rope, and tail sheave assembly for the car shall be removed and replaced with new and made to work in conjunction with the new control equipment. The car safety shall be activated by the appropriate governor in the elevator machine room when overspeed occurs. When the car overspeeds the governor shall actuate an electrical switch prior to mechanical activation of the safeties which shall disconnect power to the motor and apply the brake. The electrical switch shall work in both directions per Elevator Code.
- E. Machine Room Patching & Painting: The Contractor shall patch any old access holes in the machine room left from the removal of old elevator equipment. Upon completion of all elevator work, the Contractor shall paint the elevator floor with a quality, low VOC, floor paint, color to be gray.

2.3 CAR STRUCTURE

- A. Platform, Car Frame & Safety: The existing platform, car frame and safety shall be retained. All components shall be thoroughly cleaned and lubricated. The instantaneous safety will be tested at full-load and overspeed with the final acceptance inspection.
 - 1. The vertical face of the platform guard underneath the cab entrance shall be provided with a collapsible toe guard with a flat vertical face of 48 inches from the sill to the bend in the guard.
 - 2. The car frame shall be cleaned of all rust and any rusted areas painted over with two (2) coats of a quality, low VOC machine paint.
 - 3. The existing car sills shall be retained and cleaned.
- B. Top of Car Handrails: A standard railing, consisting of a top rail, intermediate rail, posts, and toe-board, shall be provided on the top of the elevator car where the horizontal distance between the edge of the car top and the adjacent hoistway enclosure exceeds 12 inches. The top rail shall have a smooth surface and the upper surface shall be located at a vertical height of 42 inches from the top of the car. The intermediate rail shall be located approximately half-way between the top rail and the top of the car. Posts shall be located not more than 7'-10" apart. The toe-board shall be securely fastened to the posts and extend from the top of the car to a height not less than 4 inches. Reduction of the top rail height will be allowed directly under the area of the deflector sheave. The Contractor shall take into account available overhead when constructing this top of car handrail system.
- C. Car Slide Guides: The slide guides shall be replaced with new ELSCO swivel slide guides. The guides shall be adjusted to provide a smooth, quiet ride.

D. Balance: After all components are assembled on the car structure, the elevator car shall be properly balanced and adjusted for alignment with the guide rails to equalize pressure on the roller guides for a smooth ride upon completion of the renovation.

2.4 HOISTWAY COMPONENTS

- A. Guide Rails: The present guide rails shall be retained. Rails shall be cleaned and realigned as required to assure smoothness of ride.
- B. Hoistway Operating Devices: New normal terminal stopping devices shall be provided. When an emergency terminal stopping device is also required, it shall be furnished and the controller switches and circuitry arranged in accordance with the requirements of the Elevator Code.
- C. Pit Switch: Provide one (1) new run/stop switch in the elevator pit. The switch shall be installed such that it is located adjacent to the pit access ladder, on the interlock side per Elevator Code requirements.
- D. Top of Car Operating Device: A new top of car operating device shall be provided for the elevator and made to work with the new control equipment. The device shall have the proper buttons, switches, and stop switches to operate the elevators from the top of the car under inspection operation. The device shall be provided with a duplex GFCI type receptacle and guarded LED lamp. Provide permanently attached work light with 12-foot-long cord, or equivalent method, to meet Elevator Code requirement for a minimum of 10 foot-candles of illumination on any maintainable part.
 - 1. Additional run/stop switches shall be added to the car top near the access points to be able to safely engage the stop switch without full body entry onto the car top.
- E. Wiring: All hoistway and machine room wiring shall be installed new. The wiring and electrical interconnections shall comply with the governing codes. Insulated wiring shall have flame retardant and moisture-proof outer covering, and shall be run in conduit, tubing or electrical wireways.
- F. Traveling Cable: Provide a new traveling cable. The new traveling cable shall be flexible, with a flame and moisture resistant outer cover, and shall be suspended to relieve strain on individual conductors. Include the required number of wires in traveling cables plus 10% spares throughout between the elevator machine room and car connection points on the elevator. In addition to spares, provide six (6) additional twisted pair spare sets of shielded communication wires. Prevent the traveling cable from rubbing or chaffing against hoistway or car items. All traveling cable connections to the car shall be neatly contained and labeled in a car top box.
- G. Spring Buffers: The present spring buffers for the car and counterweight shall be retained, cleaned and painted for retarding the movement of the car and counterweight at the bottom limits of travel.
- H. Counterweight: The present counterweight shall be retained. Filler weights shall be added or removed to provide proper counterbalance upon completion of the

renovation. The car shall be counterbalanced after all new equipment has been installed and aesthetic modifications to the elevator cabs have been completed by the Contractor. When the weight frame does not have adequate space to accommodate the proper amount of cast sub weights, then cast weights shall be replaced with the appropriate amount of lead weights to allow for proper balance. Weights shall be secured to remove any rattling during course of travel.

- 1. The existing counterweight slide guide assemblies shall be retained. The assemblies shall have all wear pads replaced with new and the assemblies cleaned, lubricated, and adjusted with the rails to provide a smooth quality of ride upon completion of the renovation.
- 2. Provide a maximum counterweight runby sign on the rear or side wall of the elevator pit with a proper, code-complaint runby listed on the sign.
- I. Suspension Ropes: The existing hoist ropes for the elevator shall be replaced with new. New ropes shall be traction steel of size, construction, and number to ensure proper operation of the elevator and give satisfactory wearing qualities. Hoist rope diameter shall be a minimum of ½-inch.
- J. Pit Ladder: The existing pit ladder shall be moved to the interlock side. The ladder shall have 4 ½ inches of to kick clearance from the centerline of the rung to any permanently installed obstacles. The highest hand grip shall be at least 48 inches above the lowest landing sill.
- K. Painting: Upon completion of all modifications in the elevator pits, fill in any old holes from removal of old equipment and paint the floors with two (2) coats of a quality, low VOC, machine paint, color to be gray.

2.5 DOOR OPERATING SYSTEMS

- A. Front Door Operator: Doors on the car and at the front hoistway entrances shall be power operated by means of new, high speed, heavy duty, closed loop master door operator mounted on top of the car with all new associated operating linkages, door clutches, and gate switches. The motors shall have positive control over door movement for smooth operation. New infrared car door safety devices shall be used to cause instant reopening should an obstruction be detected during the closing cycle.
 - 1. Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of a time interval. A car door electric contact shall prevent starting the elevator away from the landing unless the car door is in the closed position.
 - 2. Door close shall be arranged to start within a time consistent with ADA/accessibility code requirements. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls. The door dwell time interval shall be reduced to 0.5 second with the initiation of any car floor button.
- B. Interlocks: A new positive interlock and pick-up roller assembly shall be provided for each hoistway entrance. The interlocks shall be made to work in conjunction with the new door operator. The interlocks shall prevent operation of the elevator unless

all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing. Emergency access to the hoistway as required by governing codes shall be provided.

- C. Front Car Door Safety Devices: The existing door safety device shall be removed and discarded and new infrared, door protection devices shall be installed and made to work in conjunction with the new control equipment. Operation for the door protection devices to be as follows:
 - 1. The doors shall be prevented from closing from their full-open position if a person or object comes within the zone of detection. The detection zone shall move with the doors and if a person or object enters the zone as the doors are closing, the doors shall reverse and reopen prior to physical contact. The doors shall reclose after a minimal time interval. After a stop is made, the doors shall remain open for a time interval to permit passenger transfer, after which the doors shall close automatically. This interval shall be less for a car call stop than for a hall call stop or a coincident car/hall call stop.
 - 2. If the doors are prevented from closing for a fixed time period an audible chime shall sound on the car. When the object is removed from the zone of detection the doors shall close at reduced power and speed to below 2½ ft.-lbs. of kinetic energy. If an object enters the zone of detection while the doors are closing at reduced power and speed the doors shall stall and not reopen. Once the object is removed from the zone of detection the doors will continue to close at reduced power and speed. This operation will continue until the doors are totally closed. Normal operation shall resume at the next landing reached by the car.
- D. Car Door Restrictors: New car door restrictors shall be provided for the front openings. The door operating mechanism shall be arranged so that the car and hoistway doors shall not be capable of being opened by hand more than four inches from within the elevator car when the car is outside the unlocking zone. Design of door restricting mechanism shall permit opening of car doors from outside of the elevator car without the use of special tools. The restrictors shall be of the mechanical hook type that does not require tabs on the hoistway (hoistway wall moves in and out somewhat, making the tab type less reliable in this instance).

2.6 SIGNAL & OPERATING FIXTURES

- A. Car Control Station: Provide a new car control station panel on the front return of the elevator car enclosure. The panel shall contain a bank of mechanical illuminated buttons marked to correspond to the landings served and contain an illuminated alarm bell button, illuminated door hold button, other buttons, key switches, and controls required for specified car operation and control. Floor buttons shall be positioned in as few columns as possible to fit within the code required range.
 - The car control station panel for the elevator shall incorporate the fireman's phase II key switch and associated fire operation fixtures inside a locked cabinet located at the upper portion of the panel. The fireman's key switch shall be of a tubular, 7 pin, style 137 construction and shall have a bitting code of 6143521. The key shall be coded "FEO-K1." The phase II key switch, instructions, call cancel button, fire jewel, door open and door close buttons, and stop switch shall all be located within this locked panel. The front of the cabinet shall be engraved

with the label "Firefighters' Operation". The cover to the cabinet shall be openable with the same key that is used to operate the phase II key switch. The phase II instructions shall be provided inside the cabinet. This cabinet shall meet Elevator Code requirements.

- 2. Though this is a freight elevator and is not required to meet Accessibility, it shall still be noted in the car control station that floor 1 is main accessibility (\star) floor.
- 3. The elevator car capacity shall be engraved on the lower portion of the car control station panel. The lettering shall be on half inch $(\frac{1}{2}'')$ high and shall be black filled.
- 4. The upper portion of the car control station panel shall also contain an LED emergency car light and the emergency power unit employing a sealed rechargeable battery and static circuits. The battery shall be 6-volt minimum, sealed, maintenance free, of either lead acid or gel cell construction, and designed to give a life expectancy of not less than 5 years. Illumination for the elevator car and power for alarm bell shall be provided in the event of power failure. The lenses for the emergency car lights shall be Lexan material.
- 5. The car control panel shall have no plastic or polycarbonate components, labels or frames. No applied signage is allowed.
- 6. Provide a space at ADA/Accessibility height location for the future installation of a card reader, as well as wiring behind the panel.
- 7. Two-Way Communication System: Provide a two-way communication system with a phone unit located integral with the car control station panel, per the following requirements:
 - a. An integral, hands-free speakerphone shall be in the elevator's car control station and shall be of the automatic dialing type and have the capability to automatically identify its location upon receipt of the call to the party answering the call.
 - b. The phone device shall be capable of being used with standard phone service or voice IP (VOIP) service.
 - c. Provide an activation button for the car speakerphone, with integral legend and identification plate adjacent to the button. Illuminate button to indicate call registration. Provide means to cause indicator light to flash when call is answered. Provide engraved legend below indicator light explaining phone instruction. The speakerphone shall meet the requirements of ADA/Accessibility guidelines.
 - d. Necessary shielded wires shall be provided by the Contractor for this section from the speakerphone in the elevator car, through the traveling cables back to the controller and to the telephone lines located in the machine room. Connections to the existing building service system shall be provided by the contractor in this section.
- B. Car Position Indicator: The existing car position indicator located above the cab entrance shall be replaced with a new segmented digital indicator with a stainlesssteel faceplate large enough to cover the access hole remaining from the old fixture. The position of the car in the hoistway shall be shown by the illumination of the indication corresponding to the landing at which the car is stopped or passing. Provide a floor bypass tone to indicate floors passed.
- C. Hall Push Button Stations: The existing riser of hall button fixtures shall be removed and replaced with new. The button lamps shall be LED type. At each terminal

landing, a single button fixture shall be provided for each riser. At each intermediate landing, two-button fixtures shall be provided, containing the appropriate "Up" and "Down" buttons. The hall button fixtures shall be the applied type with a flat, flush faceplate (surface mount fixtures do not meet the requirements of this specification). When a call is registered by any momentary pressure on the landing button, the button shall become illuminated and remain illuminated until the call is answered. All faceplates shall be sized to cover any new or existing access holes without the need to additional plating or rings.

- 1. Provide new digital hall position indicators in the upper portion of the hall button fixtures. The position of the car in the hoistway shall be shown by the illumination of the indication corresponding to the landing at which the car is stopped or passing.
- 2. In the floor 1 hall button station, include the following:
 - a. Fireman's emergency phase I key switch, fire hat jewel, and engraved phase I instructions. Instructions to be infilled red.
 - b. Emergency Communications Failure Verification key switch, alarm and jewel.
 - c. The floor 1 hall button station shall be connected to a card reader that will be mounted adjacent to the hall button station. A successful card swipe will be required to call the elevator from this floor.
- 3. In the floor G hall button provide space for a card reader to work in conjunction with the entering of hall calls at this floor.
- 4. In the top and bottom floor hall button station, there shall be installed a Hoistway Access key switch that shall work in conjunction with the Hoistway Access Operation specified herein.
- D. "In-Car" Hall Lanterns: Though this is a freight elevator and not required to meet Accessibility, provide a new in-car hall lantern, located in the front car entrance jamb and another in the cab wall at the rear opposite of the hall button station, both at the ADA/accessibility required height. The lantern shall be the applied type with a flushmounted faceplate and shall be on the side of the entrance opposite the hall button location. The lantern shall incorporate the appropriate triangular direction arrows for the up and down directions. The operating function of the lantern shall incorporate the appropriate directional tones per accessibility standards. An adjustable, electronic, audible tone shall sound to announce the arrival of the elevator car. The tone shall sound once for the "UP" direction and twice for the "DOWN" direction upon opening of the car doors.
- E. Freight Loading Sign: A metal freight loading sign shall be provided in the car and mechanically fastened to the wall of the car enclosure adjacent to the car control station. A second sign shall also be provided on the exterior of the elevator at the dock entrance. The signs shall stipulate "CLASS A LOADING. ELEVATOR TO BE LOADED OR UNLOADED MANUALLY OR BY MEANS OF HAND TRUCKS ONLY. NO SINGLE PIECE OF FREIGHT OR SINGLE HAND TRUCK AND ITS LOAD SHALL EXCEED 750 LB."
 - 1. A metal sign shall also be provided adjacent to the freight loading sign and mechanically fastened to the cab wall stipulating, "THIS IS NOT A

PASSENGER ELEVATOR. NO PERSONS OTHER THAN THE OPERATOR AND FREIGHT HANDLERS ARE PERMITTED TO RIDE ON THIS ELEVATOR."

- 2.
- F. Fixtures: The position indicators and hall lanterns shall be non-vandal resistant. All newly provided button fixtures shall be of the vandal resistant type. All newly provided fixture faceplates shall be constructed of stainless steel with a no. 4 satin grain finish. Vandal resistant screws shall be provided for mounting all fixture and blank faceplates. Vandal resistant fixtures shall be the Bruiser series as manufactured by Innovation.

2.7 ELEVATOR CAR ENCLOSURE

- A. The elevator cab shall be retained and provided with refurbishments as follows:
 - 1. The existing lighting, front and rear car door panels shall all be removed and replaced with new. The cab walls shall be painted gray, and the ceiling painted matte white.
 - 2. The existing single light fixture shall be removed, the hole patched and painted. To enhance cab lighting, the cab ceiling shall be provided with four (4) LED light fixtures spaced symmetrically in the ceiling of the elevator car and shall be flush mounted with the car top interior. Light fixtures shall be the SOLOBEAM by Man-D-Tec or approved equal. Fixture shall:
 - a. Be provided with a retainer clip "hose clamp method" to keep fixture from rotating and secured to the cab ceiling.
 - b. LED bulb shall be replaceable by use a special extraction tool to prevent patrons from removing the bulbs.
 - c. Fixture shall be provided with a ventilated, protective housing on top of the cab strong enough for stepping upon by maintenance men and inspectors on the car top. Housing shall be set up by manufacturer with flexible conduit.
 - d. LED bulb shall have a 4100 K color temperature utilizing 4 watts per fixture with a dimmer located on the car top.
 - e. Fixture shall be UL listed.
 - 3. Provide new VCT flooring. Ensure finished flooring and sill height are flush with one another so that there is no trip hazard.
 - 4. Provide an electronic device on the top of car emergency exit that will prevent operation of the elevator car if the exit cover is open more than two inches (2"). Electronic device shall be designed in accordance with code requirements.
 - 5. The front car entrances shall be provided with new, hollow metal, side-opening, two-speed car door panels with a satin stainless steel facing on the car side suitably reinforced with applied hangers with track. Hangers shall be of the sheave type, two sheaves per door, rotating on a precision ball bearing. The roller shall be on an eccentric stud to provide adjustment. Car doors shall be provided with two phenolic gibs per car door panel.
 - 6. Retain the existing vertical sliding, steel meshed, counterweighted car gate. Provide a new retiring cam, drive chain and sheaves. Provide new low friction molybdenum impregnated nylon inserts in gate guides. The car gate shall be provided with a new gate contact to prevent the movement of the car when gate is

in the open position. The car gate shall be provided with a boot for cushioning when the gate meets with an obstruction. Provide a pull strap on the new car gate. The car gate and tracks shall be cleaned, any loose material and rust removed, and lubricated. The gate shall be re-painted with two (2) coats of quality, rust-preventive, low VOC paint.

7. The car enclosure refurbishments shall comply with the ASME A17.1 Safety Code for Elevators and Escalators. All stainless steel shall be provided with a brushed finish.

2.8 HOISTWAY ENTRANCES

HOISTWAY ENTRANCE SUMMARY	
Total Number -	Four (4) total.
Туре-	Front – Retain Center-Opening, Single-Speed.
	Rear – Retain Manual, Vertical Bi-parting.
Door Panels-	Front – Provide new.
	Rear – Retain.
Jambs-	Retain side & head jambs.
Clear Opening-	Front – retain 4'-0" wide by 7'-0" high.
	Rear – retain 6'-0" wide by 7'-0" high.
Door & Jamb Finish-	Retain finishes.

- A. The existing hoistway entrances shall be retained and modified as follows:
 - 1. Frames: The existing frames shall be retained and refinished by others.
 - 2. Sills: The existing hoistway door sills shall be retained. The sills shall be cleaned upon substantial completion of the respective elevator renovation.
 - 3. Fascia Plates, Toe Guard & Dust Covers: The existing components may be retained. The contractor is responsible for checking the components and providing any additional required fastenings to assure they are totally secured to the hoistway structure. Any missing fascia or hanger covers shall be replaced with new. Additional fascia shall be provided between floors to such that the distances between the sill and the hoistway is less than 5 inches for the full width of the entrance. Upon reconditioning and cleaning, the fascia shall be painted, color to be black.
 - 4. Headers & Struts: Headers and struts may be retained. The contractor is responsible for checking the plates and providing any new required fastenings to assure they are totally secured to the hoistway structure.
 - 5. Hangers and Track: Retain and clean hoistway door hangers and tracks. Provide all new hanger rollers. Repair or replace any worn components to assure smooth operation of hoistway doors with completion of renovation. Hanger fascia dust covers shall be provided over all hangers and shall be painted black.
 - 6. Front Door Closers: Provide new spirator closers on all front hoistway entrances and adjust to automatically close the hoistway doors when the car is away from the landing per Elevator Code requirements.
 - 7. Rear Door Panels: The rear door panels shall be retained. New vision glass shall be provided to meet code requirements. Provide new drive chains and sheaves. Provide new web style pull strap.
 - 8. Front Door Panels: Provide new door panels for all floors. The bottom of doors shall be provided with two (2) removable phenolic guides per door panel, which

run in the sill slots with minimum clearance. New unlocking devices shall be provided for each door and new unlocking holes drilled in each door as necessary for the new door operating equipment. The door panels shall be furnished with barrel type, naturally finished, escutcheon plates for the door unlocking devices at each landing. New door panels to be provided baked enamel, color to be chosen from manufacturer.

- a. Existing door panels to be sealed of any openings to the interior (unlocking hole, open bolt holes, etc.) of the door panel before removal. Upon removal, doors to be placed on loading dock to be disposed of by others.
- 9. Jamb Marking Plates: The existing jamb marking plates shall be retained. Provide new plates in the freight entrance at the dock floor G entrance frames.
- 10. Fire Evacuation Signs: Provide new, separate, plastic laminate fire evacuation signs at all floors. Final location of signs to be coordinated with Owner for aesthetic acceptance. The signs shall meet the pictograph requirements as depicted in Figure 2.27.9 of the elevator code.

PART 3 – EXECUTION

3.1 **PREPARATIONS**

- A. Site Inspection: Prior to commencing elevator renovation, inspect hoistway, hoistway openings, pit, and machine room as constructed. Contractor is responsible for all dimensions as field measured by the Contractor for proper installation and performance of elevator work.
 - 1. Contractor shall be responsible for inspecting and determining extent of work to be performed at the site to complete the work. Contractor must take into account all requirements for installation of new work, access, code requirements, and removal or demolition, which additional work shall be performed without cost to the Owner.
- B. Demolition: The removal of all elevator equipment, which is not to be retained with the renovation, shall be completed by the Contractor. The old elevator equipment removed becomes the property of the Contractor and it is their responsibility to remove this equipment from the project site. Include all work necessary to protect the public, residents, building employees, and building property during removal of demolished materials.
 - 1. When barricades are required for protection of the hoistway, they shall be provided by the Contractor. The Contractor shall be responsible for maintaining these barricades. Do not start demolition of an area until all temporary protection and temporary partitions are in place.

3.2 INSTALLATION OF ELEVATOR SYSTEM

A. General: Comply with manufacturer's instructions and recommendations for work required during installation, referenced codes, and specifications

- B. Welded Construction: Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance and replacement of worn parts. Comply with AWS standards for workmanship for qualifications of welding operators. Coordinate any welding or burning with the Owner's Representative.
- C. Coordination: Coordinate elevator work with other sections for proper time and sequence to avoid construction delays. The Contractor shall provide fully operational elevator system as stipulated in the construction schedule. The Contractor shall maintain full crews and continue work once elevator demolition begins until the elevator system is completed and operational and accepted by the Owner. The Contractor shall provide the number of crews required to maintain the schedule and shall provide additional manpower and work such additional hours as are necessary to bring the project back on schedule.
- D. Sound Isolation: Mount any new rotating vibrating elevator equipment and components on vibration absorption mounts, designed to effectively prevent transmission of vibrations to structure, and thereby eliminate sources of structure borne noise from elevator system.
- E. Guide Rails: The existing guide rails are being reused and it is the Contractor's responsibility to see they are adaptable to Contractor's equipment, erected plumb, properly aligned, and anchored securely to the existing structure.
- F. Hoisting: All required hoisting and movement of the elevator equipment shall be the responsibility of the Contractor in this section.
- G. Final Cleaning & Painting: Upon completion of all elevator work, provide total clean down of elevator machine room, hoistway, and pit areas to remove all dirt and construction debris. All newly provided steel components in machine room and hoistway shall be provided with touch up painting to remove all scratches and blemishes incurred during construction.

3.3 ELECTRICAL WIRING

- A. Conductors: Copper throughout with individual wires coded and all connections on identified studs or terminal blocks. Use no splices or similar connections on any wiring except at terminal blocks, control cabinets, junction boxes or conduits. Provide 10% spare conductors in traveling cables between car and elevator controller.
- B. Conduit: Painted or galvanized steel or aluminum conduit and duct shall be used. Conduit size shall be ³/₄-inch minimum, except that ¹/₂-inch can be used for runs containing only 2 wires. Flexible conduit exceeding 18 inches in length shall not be used. Flexible heavy duty service cord, type SO, may be used between fixed car wiring and car door switches for safety edges.

3.4 FIELD QUALITY CONTROL

A. Acceptance Testing/Commissioning: Upon substantial completion of the elevator installation, and before permitting use of elevator, perform acceptance tests as

depicted in Rule 8.10.2 "Acceptance Inspections and Tests of Electric Elevators" of the Elevator Code. Also perform other tests, if any, as required by governing regulations.

- 1. Advise Owner and Elevator Consultant of dates and time the acceptance tests and specification conformance review are to be completed, as Elevator Consultant is to act as State of Missouri licensed elevator inspector and is required to make final check of the elevator operation to determine when the control system and operating devices are functioning as specified and in compliance with Code.
- Code Data Plate: The Contractor shall provide a new code data plate that shall be securely and permanently attached to the front of the new controller cabinet. The plate shall include the Installation Code (Missouri Minimums), the Alteration Code (use ASME A17.1 – 2016) and all the 8.7 section (Alterations) rules complied with after this renovation work is complete. The new plate shall be manufactured by CodeDataPlate.com.
- B. Diagnostic Testing: The diagnostic testing device, or maintenance terminal, provided shall be demonstrated and tested during the final testing of the elevator installation. This diagnostic tool shall have the capability of troubleshooting and field programmability of all control variables providing interaction between the service man and the microprocessor controller including performance of all ongoing safety testing as required by the Elevator Code.

3.5 PROTECTION

- A. Temporary Use: Do not use elevator for construction purposes unless car is provided with a temporary enclosure within the finished car. Additionally, when temporary use is necessary, provide the following:
 - 1. Provide full maintenance service by skilled competent employees of the elevator installer for elevator used for construction purposes. Include preventative maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Use parts and supplies as used in the manufacture and installation of original equipment.
 - 2. Provide protective covering, barriers, devices, signs, or other procedures to protect elevator. If, despite such protection, elevator becomes damaged, engage elevator installer to restore damaged work so that no evidence remains of corrective work. Return items that cannot be refinished in the field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- B. At the time of substantial completion of elevator work (or portion thereof) provide suitable protective covering, barriers, devices, signs, or such other methods or procedures to protect elevator work from damage or deterioration. Maintain protective measures throughout remainder of construction period.

3.6 INSTRUCTION AND MAINTENANCE

A. A maximum period of four (4) hours shall be dedicated to instructing Owner's personnel in proper use, operation and daily maintenance of the elevator. Review emergency provisions, including emergency access and procedures to be followed at

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time of failure in operation and other building emergencies. Train Owner's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions. Provide instruction on the use and capabilities of the diagnostic testing device, or maintenance terminal. A complete manual of instruction shall be provided with the diagnostic equipment.

END OF SECTION

EXHIBIT A

RELATED WORK

In addition to the work specified in division 14, the Project will require completion of the following list of related building work items. These items were identified by the Elevator Consultant as desired by the Library or necessary to maintain code compliance with the elevator renovations. This work shall be completed by the Contractor, or the Contractor's subcontractors, as required. This work will be "Design Build", and all applicable codes, ordinances and standards shall be maintained throughout the various disciplines of work. All required permits shall be obtained through the Authority Having Jurisdiction, and all work shall be properly inspected by such Authorities.

The associated building work items are as follows:

Architectural -

- 1. Provide refinishing / painting of the retained entrance frames and doors in each lobby. Paint to be a high quality, low-VOC paint from the manufacturers standard line, as selected by the Library.
- 2. Provide any wall touch-up or refinishing after installation of the new hall fixtures. The elevator contractor will be providing oversized faceplates to cover any new or old access holes, but some minor refinishing may still be necessary.
- 3. With the renovation, the Contractor will be providing new hall button fixtures at each floor. Contractor shall patch any holes on the hoistway side behind these new fixtures such that no metal is exposed to the hoistway.
- 4. Provide a non-combustible stair with standard railing for access to the machine platform. Angle of stairs to be 60 degrees or less. Additionally, a standard railing should be installed around the open 2 sides of the platform. Standard railings consist of non-combustible construction with 42-inch high top rails, 21-inch high intermediate rails and a 4-inch high kick plate. Upright supports shall be no more than 104-inches apart.
- 5. Provide an 8-inch metal step on both sides of the machine room entrance.

Mechanical –

- 6. Provide an independent HVAC system to maintain temperature of the room between 50- and 90degrees Fahrenheit and the relative humidity below 95%. No HVAC equipment can be located above elevator equipment and must also be held a minimum of 7'-0" above the floor. The new system shall be capable of handling the heat loads from the new elevator equipment, and any additional loads created by the room.
- 7. Remove abandoned ducting in elevator machine room. Patch floor of any holes remaining from duct removal with metal plate that will hold a minimum of 500 pounds of weight.

Electrical & Fire Alarm/Protection -

8. The existing elevator mainline disconnect shall be reviewed for compliance with the new wiring system. Provide proper fusing for the mainline elevator disconnect. The existing power wiring from the distribution panel to the machine room shall be reviewed by an electrical design engineer

to confirm it is proper for the application. New elevator control systems typically require a fourth wire back to the distribution panel from the main electrical disconnect (which does not presently exist). In lieu of a fourth wire, a dedicated "earth ground" may be acceptable to some elevator control manufacturers. Provide modifications as required by the elevator control manufacturer.

- 9. Provide modifications to the existing fire alarm system, or a new system when necessary, to include the proper number of fire alarm signals to the elevator control equipment to accommodate recall operation and current ASME A17.1 requirements. Additionally, remove the smoke sensor in the top of the hoistway. The necessary number of signal shall be provided for the following operations to occur:
 - Scenario 1 When a smoke sensor (or heat sensor, as applicable for floor G) is activated in any of the elevator lobbies, with exception of the main fire recall floor 1 lobby, the car shall return to the main fire recall floor 1 lobby and the hat inside the car shall illuminate solid.
 - Scenario 2 When a smoke sensor is activated in the main fire recall floor 1 lobby, the car shall return to the alternate fire recall floor 2 lobby and the hat inside the car shall illuminate solid.
 - Scenario 3 When a smoke sensor is activated in the elevator machine room, the car shall return to the main fire recall floor 1 lobby and the hat inside the car shall illuminate intermittently.

Different elevator control systems require different signals and a note should be placed on the drawings/job documents assuring coordination of required components between elevator and electrical subcontractors.

- 10. Provide an "ABC" type fire extinguisher in the elevator machine room of proper size per Code.
- 11. Provide a new, separate, fused, 120-volt, single phase, lockable disconnect in the elevator machine room for the elevator's car light circuit installed with proper NEC clearances. The circuit fuse shall be 15 amps.
- 12. Provide an electrical circuit and disconnect for the new HVAC unit installed in the elevator machine room near the unit.
- 13. The elevator machine room shall be provided with an enhanced LED lighting system that will provide a minimum of 19 foot-candles of illumination throughout the room, as measured from any point on the machine room floor. The machine room power receptacles shall all be replaced with GFCI type.
- 13. With a renovation, there shall be enhanced lighting installed in the elevator pit to provide a minimum illumination level of 10 foot-candles as measured at the pit floor throughout the pit. Lighting shall be provided with proper guards and shall have a switch located adjacent to the pit ladder and within reach of the pit access door. The light shall be provided with a guard and shall provide a minimum of 10 foot-candles of light at the pit floor. The Metalux® fixture, catalog # VT3-232DR-UNV-EB81-WL-U is recommended. The pit shall also be provided with a dedicated GFCI duplex receptacle.
- 14. Provide hard-wired telephone service to the elevator controller for connection by the elevator contractor, including running any necessary conduit to the new controller for this wiring.

EXHIBIT B

REQUEST FOR PROPOSAL(S) SCHEDULE

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVATOR RENOVATION

RFP Issued	04/19/21
Public Notification of RFP	04/19/21
Questions from Proposers due to Library	05/24/21 by 4:00 p.m.
Pre-Proposal Conference	05/03/21 9:00 a.m.
RFP Due	06/01/21 4:00 p.m.

EXHIBIT C

ACKNOWLEDGEMENT FORM PROPOSAL FORM

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVATOR RENOVATION

PROPOSER ACKNOWLEDGEMENT:

The undersigned acknowledges that I have received and thoroughly reviewed the Request for Proposals (RFP) dated April 19, 2021 and intend to participate in the RFP. Pursuant to notices given, the undersigned with complete understanding of the requirements and conditions shall provide all labor and materials in accordance with the requirements of the RFP.

Company Name and Address:

By (Written Signature):

Printed Name & Title:

Email Address:

EXHIBIT D

E-VERIFY AFFIDAVIT

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVATOR RENOVATION

Pursuant to Section 285.530 of the Missouri Revised Statuses, as amended, the Proposer entering into a contract with the St. Louis Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Proposer is not required to verify the work eligibility status of all its newly hired employees through the E-verify program if E-verify no longer exist.

The undersigned, on behalf of the Proposer, being first duly sworn, deposes and states that the Proposer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the St. Louis Public Library, the undersigned Proposer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Proposer:

By (Written Signature):

Printed Name & Title:

Email Address:

CONTRACT NUMBER 21-002228

EXHIBIT E

E-VERIFY NON-COLLUSION AFFIDAVIT

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVATOR RENOVATION

Pursuant to Section 285.530 of the Missouri Revised Statuses, as amended, the Proposer entering into a contract with the St. Louis Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Proposer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if E-verify no longer exist.

The undersigned, on behalf of the Proposer, being first duly sworn, deposes and states that the Proposer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the St. Louis Public Library, the undersigned Proposer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Proposer):

By (Written Signature):

(Printed Name): _____

(Title): _____

EXHIBIT F

NON-COLLUSION AFFIDAVIT

BOARD OF DIRECTORS OF THE CITY OF ST LOUIS MUNICIPAL LIBRARY DISTRICT DBA ST. LOUIS PUBLIC LIBRARY RFP 21-002228 COMPTON TRACTION ELEVATOR RENOVATION

The undersigned being duly sworn on oath, says that the undersigned has not, nor has any other person, member, representative, or agent of the firm, company or corporation or partnership represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and that this Bid is made without reference to any other Bid and without any agreement, understanding or combination with any other person in reference to such Bid.

Further, the undersigned says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Bid.

Company Name:

By (Written Signature):

Printed Name:

(Title):

EXHIBIT G

DIVERSITY STATEMENT OF THE BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC LIBRARY

WHEREAS, the St. Louis Public Library (the "Library") is a municipal library district authorized pursuant to Chapter 182 of the Missouri Revised Statutes to, among other things, purchase, hold or lease grounds, and to occupy, lease or erect appropriate buildings for the use of the Library, and to exercise all powers and rights of political subdivisions or similar corporations; and

WHEREAS, the Board of Directors (the "Board") of the Library is vested with the power to make and adopt bylaws, rules and regulations for its own guidance and for the governance of the Library as may be expedient and not inconsistent with State law; and

WHEREAS, the Library provides free public library services for the City of St. Louis (the "City), an urban area with vast ethnic, religious, socioeconomic and cultural backgrounds; and

WHEREAS, efforts to encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; to educate through seminars and workshops persons from diverse backgrounds of the opportunity to contract with or become employees of the Library; to assist persons from diverse backgrounds to contract with or become employees of the Library; to adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; and to encourage partnering by persons from diverse backgrounds to contract with the Library will serve to further the governmental and public interest of the Library by providing outreach to the residents of the City; and

WHEREAS, a practice of the Library of contracting with and employing persons reflecting the ethnic, religious, socioeconomic and cultural backgrounds of the citizens of the City will serve to further the governmental interest of the Library; and

WHEREAS, a practice of the Library of contracting with and employing persons of varied ethnic, religious, socioeconomic and cultural backgrounds will also further the governmental purposes of the Library by serving as a model to other public and private entities, by building the public trust, by creating role models, and by facilitating the interaction of persons of different backgrounds; and

WHEREAS, the Board of Directors of the St. Louis Public Library (the "Board") determined that it is feasible, necessary and in the public interest for the Board to adopt a diversity statement to provide guidance to the Library and adopted this Diversity Statement on March 31, 1997; and

WHEREAS, the Board wishes to amend this Diversity Statement to provide for an annual review.

NOW THEREFORE, the Board of Directors of the St. Louis Public Library does hereby resolve, determine and order as follows:

Section 1. <u>Findings</u>. The Board of Directors of the St. Louis Public Library hereby finds and determines those matters set forth in the preambles hereof as fully and completely as if set out in full in this Section 1.

Section 2. <u>Diversity Statement</u>. The Board of Directors of the Library hereby directs the officers and agents of the Library for the authorized Library purposes set forth in the preambles hereof and subject to the conditions hereinafter provided to develop and implement policies which encourage persons with diverse ethnic, religious, socioeconomic and cultural backgrounds in the City to contract with or become employed by the Library.

Section 3. <u>Administration</u>. The officers and agents of the Library are authorized and directed to (i) encourage by direct contact or general solicitation persons from diverse backgrounds to contract with or become employees of the Library; (ii) educate through seminars and workshops persons from diverse backgrounds of the opportunity to contact with or become employees of the Library; (iii) assist persons from diverse backgrounds to contract with or become employees of the Library; (iii) assist persons from diverse backgrounds to contact with or become employees of the Library; (iv) adjust or modify, when appropriate, financing, bonding or insurance requirements for persons from diverse backgrounds to contract with or become employees of the Library; (v) encourage partnering by persons from diverse backgrounds to contract with or become employees of the Library; (v) utilize alternative programs to facilitate participation; (vi) provide flexible provisions to account for special circumstances; (viii) maximize opportunities for persons to demonstrate any social, socioeconomic or other factors that would promote the Library's best interests; and (ix) adopt measures to minimize the impact of this policy on the rights of third parties.

Section 4. <u>Actions of Officers Authorized</u>. The officers of the Board, including the President, Vice President and Secretary of the Board and the Executive Director, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in any agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. <u>Annual Review</u>. The officers of the Board are authorized and directed to report upon the administration of the Diversity Statement at the Board's regular meeting in September of each year.

Section 6. <u>Severability</u>. If any section or other part of this Resolution, whether large or small, shall for any reasons be held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 7. <u>Governing Law</u>. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

ADOPTED by the Board of Directors of the St. Louis Public Library this 5th day of April, 2004.

BOARD OF DIRECTORS OF THE ST. LOUIS PUBLIC LIBRARY

Its President

[SEAL]

ATTEST:

11. Jain

Its Secretary

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