



**INDIANAPOLIS HOUSING AGENCY (IHA)  
INVITATION FOR BIDS (IFB)**

**John Barton Annex (2) Elevator Modernization**

**JOHN BARTON ANNEX 501 N. East Street Indianapolis IN 46204**

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**INDIANAPOLIS HOUSING AGENCY  
INVITATION FOR BIDS (IFB)**

**John J. Barton Tower (2) Elevator Modernization  
555 Massachusetts Avenue, Indianapolis IN 46204  
&**

**John Barton Annex (2) Elevator Modernization  
501 North East Street, Indianapolis IN 46204**

**RFP No. 0542026**

Date Issued: July 17, 2026

Response Deadline: Thursday, August 20, 2026, at 2:00 p.m. Eastern Time

Issuing Agency: Indianapolis Housing Agency

Contact Person Jacquelyne Brown, Procurement Manager

Phone: 317-261-7185

Email: [jbrown@indyhousing.org](mailto:jbrown@indyhousing.org)

Responses must be submitted in hard copy by the submission deadline to:

Indianapolis Housing Agency  
Attn: Jacquelyne Brown, Procurement Manager  
1919 N. Meridian Street  
Indianapolis, Indiana 46202

As described in the solicitation  
or  
via email to [jbrown@indyhousing.org](mailto:jbrown@indyhousing.org)

Responses must clearly indicate the name of the project, "**John J. Barton Tower (2) and John J. Barton Annex (2) Elevator Modernization**" and the time and the date specified for receipt. The name and the address of the Offeror must be clearly printed on all correspondence. Responses will be accepted via email until **2:00 p.m. (EDT), Thursday, August 20, 2026**; or via hard copy delivered to the IHA Procurement Manager by **2:00 p.m. EDT, August 20, 2026**.

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**YVONDA A. BEAN  
CHIEF EXECUTIVE OFFICER**



## **Project Information**

### **Pre-Submission Meeting**

#### **Date and Time:**

Tuesday, July 28, 2026 @ 10:00 AM

Tuesday, July 28, @ 11:00 AM

#### **Not applicable**

Please note the pre-submission meetings will be held at the project locations which are across the street from each other. Work areas will be made available. Please bring your staff and subcontractors as needed to review work areas and existing conditions.

### **Pre-Submission Meeting Location:**

#### **Not applicable**

### **Project Deadlines**

#### **Deadline for Questions:**

#### **Quote Submission Deadline:**

Friday, August 7, 2026, at 2:00 p.m. EDT

Thursday, August 20, 2026, at 2:00 p.m. EDT

### **Response Address Information:**

To: via e-mail [jbrown@indyhousing.org](mailto:jbrown@indyhousing.org)

#### **If hard copy To:**

Indianapolis Housing Agency  
Attn: Jacquelyne Brown, Procurement  
Manager  
1919 N. Meridian Street  
Indianapolis, Indiana 46202

From: Contact Name, Title  
Bidder's Name (Firm Name)  
Address

### **Documents to be Submitted**

One (1) 'ORIGINAL' Response via e-mail  
As Described in the RFP via hard copy



## **SECTION I INTRODUCTION**

### **Purpose**

The Indianapolis Housing Agency (IHA) is soliciting proposals from qualified and experienced contractors to provide elevator modernization and maintenance services for four (4) elevators at two (2) highrise residential apartment buildings. The purpose of this solicitation is to secure a contractor(s) capable of performing timely and professional elevator services necessary to modernize four (4) existing elevators to a safe, sanitary, functional, condition in accordance with IHA standards, HUD requirements, applicable building codes, and all federal, state, and local regulations.

The selected contractor(s) shall furnish all labor, supervision, materials, tools, equipment, transportation, permits, and incidentals necessary to complete the required services. All work shall be completed in a professional manner and within reasonable timeframes proposed by the vendor and approved by IHA. Contractors shall coordinate all work activities with the designated IHA representative and comply with all applicable safety requirements, quality control standards, HUD Section 3 hiring requirements, Davis-Bacon wage rate requirements and Davis-Bacon Related Acts.

### **Project Background**

The Indianapolis Housing Agency (IHA) is a federally funded government housing agency that provides low-income families, seniors, and people with disabilities access to affordable housing through its public housing communities and Housing Choice Voucher (HCV) Program. IHA owns and manages approximately 562 public housing units and administers more than 8,000 Housing Choice Vouchers throughout Indianapolis and Marion County. Some properties are owned and managed by IHA's non-profit affiliate, InSight Development (InSight). Through this solicitation, IHA anticipates executing one (1) contract with the most responsible responsive bidder.

### **Project Locations**

John J Barton Apartments (Tower) 555 Massachusetts Ave., Indianapolis, IN 46204

John J Barton Annex 501 N. East St., Indianapolis, IN 46204

### **Submission Requirements**

To be considered a qualified contractor, each proposer shall respond in accordance with the following requirements:



HUD & IHA forms are located at [www.indyhousing.org](http://www.indyhousing.org)  
Select IHA Procurement/Bids/RFPs  
Select Procurement Forms & Documents HUD & IHA Forms

- HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
- HUD-5369-A: Representations, Certifications, and Other Statements of Bidders (Public and Indian Housing)
- HUD-5370 General Conditions for Construction Contracts – Public Housing Programs
- Certificate of Non-Organizational Conflict of Interest
- Certificate of Non-Segregated Facilities
- Non-Collusive | Non-Identity of Interest Affidavit
- Conflict of Interest Disclosure Certification – Indianapolis Housing Agency
- Section 3 Contractor Initial Response Form
- E-Verify Compliance Affidavit
- Certificate of Insurance (Contractor provides)
- MBE/WBE/VBE/DBE Certification (where applicable) – Goods/Services

**IHA has set the following conditions:**

A fully executed contract will be required between Contractor & Indianapolis Housing Agency. The Agency will enter into a contract for a term not to exceed one (1) year, unless otherwise mutually agreed upon by IHA and the Contractor.

The Agency reserves the right to reject all proposals, and to waive any minor informality and/or irregularities in the IFB process. The Agency shall be the sole judge of any minor informalities and/or irregularities. A late submission does not constitute a minor informality or irregularity.

IHA assumes no liability for any costs incurred by responders in the preparation and delivery of a proposal in response to this (IFB), or attendance of any subsequent meetings related to responding to this (IFB).

The responder shall provide proof of current insurance to include, but not limited to, general liability, errors and omissions, vehicular liability and workers' compensation. **List & Include Indianapolis Housing Agency as Certificate Holder and Additional Insured.** (Sample Certificate of Insurance) is included.

**Payments**

Progress Payments will be made for work completed. IHA recognizes engineering will be required during the initial portion of the contract period of performance. Progress payments will be made to account for engineering and/or stored materials. See HUD-5370-C for additional information related to invoicing and documents required. Davis-Bacon wages must be paid for all classified workers and invoices including labor must provide certified payroll to document prevailing wage compliance.



Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to the Agency or the date the invoice is mailed.

**Invoices shall be emailed to the Agency's Accounts Payable Department at [ap@indyhousing.org](mailto:ap@indyhousing.org)**



**INDIANAPOLIS HOUSING AGENCY**

**501 NORTH EAST STREET**

**INDIANAPOLIS, IN**

**ELEVATOR MODERNIZATION**



## DIVISION 1

### General Conditions

#### 1.1 Consultant:

- A. The consultant for this project is Blackstone Elevator Consulting. The Consultant shall act as an Owner's Representative related to the work conducted in relation to this contract. The contractor shall ensure that Consultant is included on all correspondence between Owner and Contractor.

#### 1.2 Schedule:

- A. Contractor shall provide schedule to Owner at time of bid. Schedule will be finalized at the time of contract execution and shall be referenced in final Contract between Owner and Contractor.
- B. Upon issuance of final schedule, Contractor shall be required to provide any requested updates to the schedule in writing to Owner and Consultant with specific reasons for change in schedule. The owner and/or Consultant shall provide in writing a response related to the acceptance/rejection of the updated schedule.
- C. Should Contractor fail to meet the agreed upon schedule and surpass the overall project schedule by more than four (4) additional weeks, Owner shall reduce the amount due to Contractor in the amount of \$250.00 per day as liquidated damages.

#### 1.3 Payment Schedule/Process:

- A. Contractor shall provide Owner at time of Draft contract submission a proposed Cash Flow schedule for the duration of the project.
- B. Contractor shall issue all pay applications to Client and Consultant. Consultant shall review pay application to ensure payment request corresponds with actual work completed to date. Upon approval, the Consultant shall issue an approved pay application to Owner for processing per the terms of the agreement.

#### 1.4 Errors:

- A. Should Contractor identify any errors in the project documents and review with consultant immediately upon discovery.
- B. Contractor shall not proceed with work where there is a conflict in the documents until such conflict has been communicated to consultant for written clarification.

#### 1.5 Code Compliance:

- A. Contractor is required to perform all work in compliance with the applicable codes as enforced by the Authority Having Jurisdiction (AHJ).



## DIVISION 14

### SECTION 14 24 23

#### PART 1 – GENERAL

##### 1.1 Work Included

- A. Provide all materials, labor, services, permits, and tooling to complete work as specified herein.
- B. Comply with all applicable Elevator and Building codes as required by the AHJ.
- C. It is understood that awarded contractor will include removal of existing elevator equipment in base bid.

##### 1.2 General Requirements

- A. Contractor shall agree to procure and install components of a nonproprietary nature as is typically understood in the Elevator Industry.
  - 1. Products manufactured by Original Equipment Manufacturers (OEM) shall be allowed provided they meet non-proprietary standards of the industry.
  - 2. Non-Proprietary shall be defined as:
    - a. Replacement components shall be able to be purchased by any qualified elevator contractor from the manufacturer's parts department without the need to have Owner purchase directly.
    - b. The equipment being installed shall have no "removable components" that are considered property of the OEM.
- B. It is understood that the existing Service Provider shall, upon Owner's request agree to the Termination of Existing Service Agreement should they not be the selected provider of this project.
- C. It is understood that this project is defined as a "turn-Key" project, with the understanding that the Elevator Contractor shall hire any/all necessary sub-contractor to complete the project in a way that meets the requirements of the Authority Having Jurisdiction (AHJ), with exception of the items noted below that will be completed by Owner, unless otherwise stated herein.
  - 1. Provide telephone lines for emergency communications. Active phones lines shall be provided to the elevator machine room and landed at elevator controller(s) for final tie in by Elevator Contractor.
  - 2. Where elevator flooring is to be completed as part of the project, Owner shall demo, furnish and install elevator flooring. Coordination between Owner and Elevator Contractor to take place to ensure proper time and staging for demolition and installation.
  - 3. Provide hardware for any access control system including security database. Provide wiring for any access control system to elevator controller for tie in by Elevator Contractor. Elevator Contractor shall provide all controller, car station, and travel cable provisions for Customer supplied security devices (card readers/cameras).

## Part 2 – SCOPE OF WORK

### 2.1 Summary of Scope

A. Project consists of a comprehensive “turn-key” modernization of two (2) traction passenger elevators. Scope shall include all materials, labor, permits, and subcontracting resources to successfully implement the project.

### 2.2 Equipment Outline

#### A. Elevators 1-2

|                       |                                                        |
|-----------------------|--------------------------------------------------------|
| 1. Quantity           | Two (2)                                                |
| 2. Type               | Traction Passenger                                     |
| 3. Capacity (lbs.)    | 2500                                                   |
| 4. Speed (fpm)        | 200                                                    |
| 5. Number of Landings | Nine (9) @ B,1-8                                       |
| 6. Number of Openings | Nine (9) @ B, 1-8 (One rear opening @ 1R Car 1)        |
| 7. Door Configuration | Single Speed Side Opening                              |
| 8. Door Size          | 36" x 84"                                              |
| 9. Cab Interior       | Retain/Alternate #1- \$20,000 material allowance / Cab |

### 2.3 Scope Outline

|                                        |                  |
|----------------------------------------|------------------|
| A. Control System                      | New              |
| B. Traction Machine                    | New              |
| C. Car Door Equipment                  | New              |
| D. Hoistway Door Equipment             | New/Refurbish    |
| E. Governor                            | Retain/Refurbish |
| F. Fixtures Car and Hall               | New              |
| G. Safeties                            | Retain           |
| H. Counterweight Frame                 | Retain           |
| I. Car and Counterweight Roller Guides | Refurbish        |

### 2.4 Pre-Approved Equipment

- A. Controller: GAL, MCE, Smartrise or approved equal
- B. Machine: Torin, Hollister Whitney, Level Up
- C. Fixtures: Innovation, MAD, CE Electronics, Monitor, EPCO
- D. Door Equipment: GAL
- E. Electric and Traveling Cables: Draka, James Monroe
- F. Phones/Intercom Systems: Wurtec, Ring, MAD, Kings III, (OEM PHONE SYSTEMS NOT ALLOWED)
- G. Equipment provided by OEM may be allowed provided that it is presented with the bid submission for Owner/Consultant approval.

### 2.5 Related Work

- A. Related work that is included by Contractor as part of base bid.

1. Modification of existing or new Electrical Work including Electrical Disconnects for mainline and cab lighting, machine room and pit lighting, machine room and pit GFCIs, shunt trip disconnects, and any other electrical requirements for the equipment being installed or as required by AHJ.
2. Modification of existing pit(s) as required to meet the requirements of AHJ. Including any sump pump modifications / installation as required per AHJ.
3. Modification of existing or new fire alarm system to provide compliance with AHJ requirements including by not limited to fire alarm panel, smoke detector, heat detector, wiring, conduit, speakers, intercoms, etc.
4. Modification of building sprinkler system as required to meet the requirement of AHJ.
5. Modification of Standby/Emergency Power systems to ensure modernized elevator operates in accordance with existing design including but not limited to all necessary relays and signals required to safely transition power on/off from building power to generator/backup power or as stated in AHJ requirements.
6. Beveling of any hoistway ledges and patching of any voids in the hoistway wall to meet fire resistance AHJ requirements.
7. Provide any required modification of machine room to meet the AHJ requirements. Including but not limited to the following: fire rated doors and hardware, enclosure/relocation of any non-elevator-related equipment or as stated in AHJ requirements.
8. Provide fire extinguisher(s) in machine room and secondary area(s) as stated in AHJ requirements.
9. Provide HVAC system as required to meet the temperature/humidity requirements of the Elevator Control provider.

B. Related work that will be self-performed or contracted directly by owner. It is understood, where this work is performed, Elevator Contractor shall provide the necessary resources for coordination and final connection to the elevator system(s).

1. Where elevator flooring is to be completed as part of the project, Owner shall demo, furnish and install elevator flooring. Coordination between Owner and Elevator Contractor to take place to ensure proper time and staging for demolition and installation.
2. Provide telephone lines for emergency communications. Active phones lines shall be provided to the elevator machine room and landed at elevator controller(s) for final tie in by Elevator Contractor
3. Provide hardware for any access control system including security database. Provide wiring for any access control system to elevator controller for tie in by Elevator Contractor. Elevator Contractor shall provide all controller, car station, and travel cable provisions for Customer supplied security devices (card readers/cameras).

## 2.6 Warranty

- A. Contractor shall provide one (1) year material and labor warranty on all work associated with this specification.

## 2.7 Submittals

- A. Contractor shall provide "cut sheets" of all major mechanical components to be utilized on this project. These should include at a minimum: Controller, Machine (as applicable), Door Equipment, and Roller Guides.
- B. Contractor shall provide fixture drawings meeting the requirements of this specification for review by Owner and Consultant. It is understood that prior to submitting to Owner and Consultant that the Contractor will review to confirm drawings meet specification and onsite conditions. This review is intended to allow Owner to review for aesthetic considerations.
- C. Consultant shall provide approval on Owners behalf and issue back to Contractor for release of manufacturing or revision as required.
- D. Submittal review/approval process does not relinquish the responsibility of Contractor to ensure the components being installed meet all applicable code or AHJ requirements.
- E. If applicable, Cab interior renderings and material samples shall be provided for aesthetic review and approval by Owner. The Contractor is responsible to review Cab Vendor shop drawings for proper sizes and installation requirements.

## 2.8 Features

- A. Automatic Duplex Control (Passenger #1 and #2)
  - 1. Utilize hall push button station at each landing to activate operation of both elevators.
  - 2. Arrange so that where no demand exists, one of the elevators will park at the main lobby floor.
  - 3. If either car is out of service for any reason, the other car shall respond to all calls placed.
  - 4. The Elevator shall respond to one or more hall call registrations in the same direction of travel. Calls shall be cancelled when completed.
  - 5. Following completion of calls in one direction, the Elevator shall change direction to answer calls registered for the opposite direction of travel.
  - 6. Dispatching shall be provided where if an elevator can respond to a call within twenty (20) seconds in the direction it is traveling it shall make stop. Outside of this parameter the second elevator shall be dispatched provided it is not in use at the time.
  - 7. The control system shall continually assess the traffic needs and assign the appropriate elevator to address demand.
- B. Independent Service
  - 1. A key-switch shall be provided, located in the locked service cabinet on the car operating panel for this feature.
  - 2. When activated, any existing hall call activations shall be cancelled and hall buttons shall remain inoperable until elevator is removed from independent service operation.
  - 3. Fire service operation shall override this feature as required by code.
- C. Inspection Operation
  - 1. A key-switch shall be provided, located in the locked service cabinet on the car operating panel for this feature. Key shall be provided for authorized personnel only in accordance with AHJ requirements.

2. Operation of this this feature shall be in accordance with all applicable codes.
- D. Hoistway Access Operation
  1. A key switch shall be provided at the top landing and bottom levels of each elevator per code requirements.
  2. Operation of this feature shall be in accordance with all applicable codes.
- E. Firefighters Emergency Operation
  1. Operation shall be provided in accordance with all applicable codes and requirements of the AHJ.
- F. Floor/Car Lockout Feature / Provisions for Card Reader
  1. Provide the necessary controller functions, wiring, and fixture provisions to allow for Owner, at their sole discretion, to furnish card readers access control for each elevator.
  2. It is understood that Owner shall contract directly with security vendor to provide card reader hardware and security controls. It is Elevator Contractors responsibility to provide these provisions regardless of Owners desire to implement as part of the elevator modernization process or sometime in the future.
  3. Should Owner elect to implement at the time of modernization, Contractor shall provide necessary labor to work with Security vendor to properly install hardware and assist with testing of the system.
- G. Load Weighing and Anti-Nuisance Operation
  1. Provide load weighting sensors to monitor the load of each elevator
  2. Systems shall communicate with machine for proper operation, activate anti-nuisance operation, and communicate with dispatching to meet building requirements.
- 2.9 Machine Room Equipment
  - A. Controller
    1. Provide microprocessor-based control system in consolidated controller cabinet.
    2. Controller system shall be manufactured and installed in accordance with Applicable codes as enforced by the AHJ.
    3. Provide VVVF Drive. Drive may be installed in control cabinet or separate drive cabinet as required to meet site conditions.
    4. All wiring shall be installed in a professional manner and labeled to match the corresponding wiring diagrams.
    5. Controller cabinet shall be properly labeled and tagged in accordance with code and AHJ requirements.
    6. Controller shall be provided with "on-board" diagnostics for troubleshooting.
    7. Contractor shall provide manufacturers control manual and wiring diagrams, which will be kept onsite and shall be designated as "Property of Owner".
  - B. Machine
    1. Provide new geared or AC Gearless machine for each elevator. Determination of type shall be contractors' choice based upon ease of installation.
    2. Machine shall include brake assembly, machine guarding, and related machine components complete.

3. Provide emergency brake and release as required per code and/or AHJ. Where emergency brake is not part of original design, provide auxiliary brake/rope brake as required.
  4. Where machine arrangement requires and building conditions allow, include a raised machine arrangement so that deflector sheave can be mounted in the machine room.
- C. Isolation Transformer
1. Provide isolation transformer between incoming power and new elevator equipment as required for equipment being installed.
- D. Governor
1. Retain existing Hollister Whitney Governor, refurbish to like new conditions.
- E. Rope Brake
1. Where not integral to new machine, install new "rope gripper" or other approved brake system as per Code and AHJ requirements.
- 2.10 Hoistway Equipment
- A. Guide Rails and Related Components
1. Retain existing rails, clean as required, and advise Consultant of any conditions that would require replacement/repair.
- B. Roller Guides
1. Refurbish existing ElSCO Car Roller Guides with new springs & rollers.
  2. Refurbish existing ElSCO Counterweight Guides with new springs and rollers.
- C. Traveling Cable / Hoistway Wiring
1. Provide new traveling cable and hoistway wiring.
  2. Wiring provided shall meet all applicable codes and requirements of the AHJ.
  3. Installation of wiring/cables shall be performed to meet all applicable code and requirements of the AHJ.
  4. Traveling cable shall contain a minimum of twenty (20%) percent spares. In addition should contain a minimum of six pairs and one Coax for future Owner Requirements (Security and/or camera).
- D. Terminal Stopping Devices
1. Provide as required and "normal" and "final" limit stopping devices.
- E. Counterweight Frame and Weights
1. Retain existing counterweight frame and weights. Add/remove necessary weight for proper balancing of elevator to meet the system requirements.
- F. Hoist Cables
1. Provide new hoist cables per the requirements of the elevator systems in place.
  2. Provide new "wedge" type shackles for new cables
  3. Provide new anti-spin out device as required.
  4. All new cables shall meet the requirements of elevator code and AHJ.
- G. Governor Cable
1. Provide new Governor Cable in accordance with manufacturer specifications and AHJ requirements.
- H. Compensation Chain (If required by manufacturer)

1. Include all necessary labor and materials for new Whisperflex compensation chain in base bid.

## 2.11 Pit Equipment

### A. Buffers

1. Retain existing car and cwt buffers.
2. Inspect existing pit channels, fastenings and all related supports, notify Consultant of any unfavorable conditions.
3. Clean and remove signs of surface rust from all reused components.
4. Provide the necessary data plate near counterweight buffer showing maximum designed run by.
5. Perform any work as required by AHJ to meet codes as applicable.
6. Provide buffer access platform as required to meet applicable codes and AHJ if necessary.

### B. Governor Tension Assembly

1. Reuse existing if appropriate or provide new complete tension assembly properly mounted in the elevator pit.

### C. Pit Switch

1. Install Pit stop switch in accordance with applicable codes and AHJ requirements.

## 2.12 Hoistway Door and Entrance Equipment

### A. Hoistway Entrances and Doors

1. The existing hoistway doors and entrances shall remain on all floors.
2. Modification of the existing doors and frames shall be required only to meet the requirements of code and AHJ.
3. Hoistway doors shall receive new door gibs with required fire tabs
4. Escutcheon holes where not present shall be installed with "tube" that matches the finish of the door. Escutcheon holes shall meet all applicable code and AHJ requirements. Should the existing hole be relocated to meet the requirements of the new equipment, a "stop" shall be installed and properly secured.
5. Refurbish existing Hoistway GAL Door tracks to like new conditions.
6. Include New Hanger rollers, New interlock assemblies, New pickup rollers and New closers at each landing in base bid.
7. Door closing devices shall be replaced with new at each landing.
8. Each landing shall be provided with new interlock assembly complete.

## 2.13 Car Equipment

### A. Car Frame and Platform

1. The existing car frame and platform shall remain Retain, clean as required, and advise Consultant of any conditions that would require replacement/repair.
2. Modification of the existing frame and platform shall be required only to meet the requirements of code and AHJ or where modifications to accommodate other sections of this specifications is required. Including but not limited to ensuring underside of existing platform is fire rated.

### B. Leveling/Positioning System



1. Install new leveling/positioning system as is applicable for the control system being provided.
  2. System as installed shall meet all applicable code and AHJ requirements.
  - C. Car Top Operating/Inspection Station/Top of Car Handrail
    1. Install new car operating inspection station on car top as required to meet code and AHJ requirements.
    2. Car top station shall include car top light and GFCI convenience outlet.
    3. Install new cartop handrails as required to meet all applicable code and AHJ requirements.
  - D. Emergency Exit Switch
    1. Install car top emergency exit switch per code and AHJ requirements.
  - E. Fan
    1. Install new two speed fan
  - F. Car Door Equipment
    1. Provide new GAL or equivalent door operator.
    2. Properly install new or test existing door restrictor device for proper operation per AHJ requirements.
    3. Provide new car door track, hangers, door rollers & gate switch.
    4. Provide new car door to match existing #4SS cladding and fixtures.
    5. Install new infrared door protection device meeting the requirements of AHJ and current code.
    6. Include door lock monitoring as required by AHJ/Code requirements.
  - G. Safety Device
    1. Retain, refurbish as required, and test existing safeties for proper operation.
- 2.14 Signal Fixture Devices
- A. Finishes – Passenger Elevators 1 and 2
    1. It is understood that the basis of design is based upon all new fixture devices being provided in #4 Stainless Steel finishes.
  - B. Main Car Operating Panel
    1. New main car operating panel shall be provided. The new car operating panel shall be an “applied” type.
    2. Provide buttons on the car station faceplate, buttons shall be of same finish as car station with a round indicator surrounding the button that is illuminated with an LED light, with color of owner’s selection, when activated.
    3. New car operating panel shall include all signage, engravings, and indicators as required to meet applicable code and AHJ requirements.
    4. New Car operating panel shall include two-way emergency audio communication device.
    5. New Car operating panel shall include a new position indicator in each car station.
    6. New Car operating panel shall include cabinet for Emergency Fire service along with all required devices.
    7. New Car operating panel shall include a locked service cabinet with switches for Independent Service, Light Switch, Fan Switch, GFCI Convenience outlet, Emergency light test button and indicator, Inspection Service key switch, dimmer for cab lighting, card

reader override key switch. Service cabinet door shall include a Plexiglas frame for display of elevator permit.

8. Car Station shall include engraving for Car designation, capacity, and any other requirements of the AHJ.
9. Include cladding for existing car transoms to match new #4 SS fixtures.

C. Hall Push button stations

1. Provide new flush mount hall call stations at each landing. Include all cutting & patching in base bid.
2. Include applicable "Appendix" engraving on each landing as required by code
3. Provide labor and materials to include digital Hall position indicators in hall fixtures at all floors.
4. Include digital position indicators above elevators at lobby floor only.
5. First floor hall station shall include any other devices, switches, indicators as required by the AHJ.
6. Coordinate submittal review with Owner to ensure proper incorporation into existing building lobby finishes.

D. Additional Signal Fixture Devices

1. Include required hoistway access key switches as required by AHJ.
2. Include Phase 1 Fire Service fixture as required by AHJ.
3. Include new jamb braille and related signage as required by AHJ.
4. Include intercom system where communication from Fire Control Panel and elevator machine room to each elevator is possible. System shall meet all applicable code and AHJ Requirements.
5. Include Car riding lantern(s) to replace existing location and at new location where required by AHJ.

E. Hall Direction Lanterns

1. Include a visual and audible signal above each entrance to indicate directional travel.
2. Lanterns shall be designed with up and down indications and intermediate landings and single indications at terminal landings.
3. Lanterns will sound once for the up and twice for the down direction.
4. Reuse existing back boxes if possible.

F. Lobby Status/Fire Control Panel (If Applicable)

1. Provide new lobby control/fire status panel as required by AHJ.
2. At a minimum the panel shall include position indicators, car to lobby key switch, Phase 1 fire service key switch
3. Finish shall be #4 Stainless Steel and shall be mounted at a location approved by ownership and acceptable to AHJ.

2.15 Emergency Power (If applicable)

1. Provide labor and material for the installation of EM Power control interface provisions to signal the elevator controls of a transfer from normal power to building EM (Generator) power. Additionally, provide additional control interface to provide advanced notice to

- elevator controls that the power will transfer from EM (Generator) power to normal power.
2. Include all elevator control provisions, wiring, interfaces, pre-transfer signals, emergency power sequencing, lobby indicators, and testing required for code-compliant elevator operation on emergency power. Contractor shall coordinate with the building electrical contractor, generator contractor, and fire alarm contractor as required.

### Part 3 – Execution

#### 3.1 Testing

- A. Contractor shall perform all testing as required per AHJ requirements at their own cost.
- B. Where testing is required of systems not part of the elevator scope or scope included in the “related work” by elevator contractor, Contractor shall provide elevator mechanic as per the base scope and Owner shall contract directly with subcontractor for applicable testing.
- C. It is assumed that all testing/inspections shall be conducted during the regular hours of the elevator trade.

#### 3.2 Cleaning/Painting

- A. Contractor shall thoroughly clean machine room, secondary levels (where applicable), car top, hoistway, and pit area.
- B. Contractor shall paint machine room floors, secondary level floors, pit floor, car tops for each elevator.
- C. Contractor shall paint or otherwise display an elevator designation number on each of the major components for each elevator or as required by AHJ.
- D. Contractor shall paint or otherwise display a floor level on the back of each hoistway door for each opening or as required by AHJ.

#### 3.3 Consultant Review(s)

- A. Consultant shall conduct punch list review of each elevator prior to being turned over for public use.
- B. Contractor shall allow for field mechanic that has performed the installation to be present during punch list review.
- C. Upon completion of inspection, Consultant shall provide in writing to Contractor an itemized list of actions to be completed prior to turn over of elevator.
- D. It is assumed that all testing/inspections shall be conducted during the regular hours of the elevator trade.

#### 3.4 Materials Storage/Clean Up

- A. Contractor shall deliver, organize, and store materials at location(s) agreed by Owner.
- B. Contractor shall regularly organize new materials and remove discarded materials to keep workspace clean and organized. Contractor to provide outhouse / means of bathroom use for their employees during time of project.
- C. Contractor shall protect new equipment and building finishes throughout process.
- D. Contractor shall be required to clean machine room, cabs, fixtures, car tops, pits, and related components prior to completion of project.

### 3.5 Performance Requirements

- A. Contractor shall provide speed of elevators to operate within three (3%) of rated speed under any condition.
- B. Contractor shall provide leveling within code tolerance of ¼" above/below sill in any condition.
- C. Contractor shall provide door speeds of 2.5 seconds +/- .2 seconds in the opening and 4.5 seconds +/- .2 seconds in the closing.

### 3.6 Close Out

- A. Contractor shall perform PMT testing prior to start of project and again at substantial completion. It is agreed that readings shall be improved as a result of the project.
- B. Contractor shall provide close out documents to owner including but not limited to: wiring diagrams, parts catalogs, maintenance and lubrication manuals, three (3) full sets of keys.

## Part 4 – Alternates

### 4.1 Alternate #1

#### A. Cab Material Allowance

- 1. Contractor to include \$20,000.00 per passenger elevator that shall be applied to the purchased material for cab interiors
- 2. It is understood that Owner will work directly with a cab interior supplier to finalize design and materials cost of final selections.
- 3. Should final design/materials cost differ from the allowance an additive/deductive change order will be issued by the Contractor to the Owner for the direct difference between the allowance and final confirmed cost.
- 4. Once cab finishes and cost are agreed upon between Owner and Cab interior supplier, that final quote will be issued to Elevator Contractor for them to contract directly with the supplier.
- 5. The material allowance will include cost for three finished elevator walls (two side walls and rear wall), new ceiling/lighting, reveals, handrails and one (1) set of cab pads.

#### B. Labor and Related Costs

- 1. Contractor shall include in their cost for Alternate #1, four (4) days labor per elevator for the removal of existing finishes and installation of new finishes relative to the allowance scope of work.
- 2. Contractor shall include any handling charges, coordination, applicable taxes, any profit margin in their overall lump sum.
- 3. It is understood that as part of the base scope the new swing return, signalization devices, and car door, are not part of this alternate and should be part of the base bid.

### 4.2 Alternate #2

#### A. Provide Battery Backup (Nidec TAPS or approved equal)

- a. All necessary labor and materials to ensure the elevator shall be automatically lowered to the nearest landing and/or the main lobby in the event of a loss of normal building power.

- b. Doors shall open automatically and release passengers
- c. Elevator will remain parked with doors open and closed buttons functional until normal power is restored.

#### 4.3 Alternate #3

A. Expedited Schedule- Crew working Six/Tens (Six [6] days/week; ten [10] hour days)

Contractor shall provide expedited schedule for modernization crew to work ten (10) hour days, six (6) days/week.

END OF SPECIFICATION

**SECTION 14 01 20**

**MAINTENANCE CONTRACT AND SPECIFICATION**

**FOR**

**2 TRACTION ELEVATOR(S)**

**LOCATED AT**

**501 NORTH EAST STREET**

**INDIANAPOLIS, IN**

Contactor Name:

### **Elevator Maintenance Agreement**

This agreement dated \_\_\_\_\_, between \_\_\_\_\_ (Contractor) and Indianapolis Housing Agency (Owner) for the maintenance and related services of the 2 Elevators located at 501 North East Street.

Contractor agrees to furnish the scope outlined herein as outlined in Exhibit A in accordance with the terms and conditions set forth in this Agreement.

#### **DEFINITIONS OF TERMS**

Owner – refers to the building or person authorized to represent the building referenced in the documents for project(s) and / or elevator maintenance agreement.

Contractor – refers to the qualified elevator contractor having a contract with the owner to properly execute the work described in the documents in a safe and effective manner.

Subcontractor – refers to a person or company having a contract with the contractor to perform work at the above referenced building.

Consultant – refers to Blackstone Elevator Consulting, Inc.

AHJ – refers to Authority Having Jurisdiction.

All terms that are not specifically defined shall be referenced shall have the definitions as given in the latest edition of the ANSI A17.1 code for elevators.

#### **TERM**

This Agreement shall commence on \_\_\_\_\_ and shall continue for a term of three (3) years. Upon expiration of the initial term, this Agreement shall remain in effect, on the same terms, on a month-to-month basis, unless either party has given the other notice of non-renewal at least sixty (60) days prior to expiration of the initial 3-year term. After expiration of the initial 3-year term, either party may terminate this Agreement on not less than thirty (30) days' written notice to the other.

#### **TERMINATION**

Owner may cancel this agreement under the following conditions regardless of remaining term:

- Should Contractor fail to meet the obligations of this agreement as outlined, provided that Contractor is given written notice of failure to perform and given thirty (30) days to correct.
- Should Owner elect to award any capitol upgrade to another Contractor where Capitol Expenditure is equal to or greater than the sum of twelve (12) months contract value.
- Upon sale of the Property

Contractor may cancel this agreement under the following conditions regardless of remaining term:

- Should Owner fail to pay invoices within 60 days of receipt, provided Contractor provides appropriate notice to Owner with 30 day cure period.

## **PRICE/PAYMENT**

Owner agrees to pay Contractor the monthly amount as outlined in Exhibit B. Payment shall be made monthly, within thirty (30) days of receipt of invoice and end of billing cycle. Invoice shall be issued to Owner prior to the end of the month in which services were rendered. Pricing as indicated on Exhibit B shall be inclusive of all applicable taxes and fees.

## **ASSIGNMENT**

Neither party may assign this Agreement without the prior written consent of the other party. However, Owner shall be permitted to assign this Agreement to an affiliate or to an Owner upon sale of the Building, with written notice to Contractor.

## **INDEMNIFICATION**

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, to the extent arising from the indemnifying party's negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative negligence notwithstanding indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement. This section shall survive the expiration or termination of this Agreement.

## **FORCE MAJEURE**

Neither party shall be held responsible for any delay or failure in performance to the extent caused by a "Force Majeure". A Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, including, without limitation, labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, embargoes, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, acts of God, or other similar causes beyond its reasonable control. Where there is a Force Majeure, the party prevented from or delayed in performing its obligations under this Agreement must promptly notify the other party giving full particulars of the Force Majeure and the reasons for the Force Majeure preventing that party from, or delaying that party in performing its obligations under this Agreement and that party must use commercially reasonable efforts to mitigate the effect of the Force Majeure upon its performance of this



Agreement and to fulfill its obligations under this Agreement. The non-performing party must resume performance immediately upon cessation of the Force Majeure.

## **INSURANCE REQUIREMENTS**

Contractor shall obtain and maintain at its expense during the term of this Agreement, policies of insurance of the types and in amounts as specified below, including:

- Commercial General Liability Insurance on an occurrence form basis covering bodily injury, personal and advertising injury, and property damage with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, with blanket contractual, independent contractors, broad form property damage, personal and advertising injury, cross liability and severability of interests coverage as per the policy terms, conditions and exclusions; and Products/ Completed Operations coverage with limits of Two Million Dollars (\$2,000,000);
- Umbrella Liability Insurance coverage of Five Million Dollars (\$5,000,000);
- Business Auto Liability Insurance with limits of One Million Dollars (\$1,000,000) each accident
- Worker's Compensation and disability benefits insurance complying with the laws of Illinois
- Employer's Liability Insurance coverage of One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- Equipment insurance
  - o The owner's insurance shall cover equipment that is installed in the building.
  - o Material and equipment that is not included in the owner's policy shall be stored at the contractor's risk.
- Contractor shall be required to provide certificate of insurance prior to performing any work.
- Owner and Property Management firm shall be named as additional insureds under liability policies.

## **CONTRACTOR REQUIREMENTS**

Contractor represents and warrants that it possesses all applicable licenses and permits in connection with its services under this Agreement.

Contractor warrants that it shall comply with all applicable laws, regulations, ordinances, and codes in connection with the services.

Contractor promises and agrees to pay all withholding and other taxes required by any local, state or federal law with respect to Contractor's employees and to accept the exclusive liability for such taxes.

If any subcontractors are retained by Contractor to perform services covered by this Agreement, such subcontractors must comply with all of the terms and conditions of this Agreement, including the requirements to obtain and maintain insurance in the same policies and amounts as required of Contractor herein, and to indemnify the Indemnified Parties to the same extent as required of Contractor herein.

Contractor shall employ and train all relevant personnel for the work being performed.

Contractor shall comply with any Building Rules and Regulations as provided to the Contractor by the Owner.

Contractor's service personnel shall be provided and be required to wear full uniforms with Contractor's name and Company Logo when working onsite.

Contractor shall provide Owner and Owners Representatives all relevant contact information for those employees and Call Center to ensure 24/7 access to Contractors authorized personnel.

Contractor shall be responsible to implementing, maintaining, and supervising a safety policy related to the work performed. Additionally, should Contractor identify any unsafe conditions onsite, Contractor shall be required to notify Owner immediately (verbally and in writing) and take any actions to eliminate the risk to persons or property.

Contractor shall be responsible to take all necessary precautions to ensure that any work performed under this agreement is completed in a manner to not endanger any person or property.

Contractor shall provide appropriate inventory of components for the equipment included under this agreement. Onsite inventory shall be stored in Contractor provided parts cabinet in machine room.

Contractor shall be responsible for providing safe and reliable service. Should Contractor identify any unsafe conditions, Contractor shall immediately remove elevator from service and notify Owner and Consultant of identified concern.

## **REPRESENTATIVES**

OWNER:

CONTRACTOR:

## ESCALATION PROVISIONS

The contract price may be updated annually based upon the direct change to labor and Material/Metal index as applicable.

Of the monthly Service amount twenty (20%) percent of the monthly service fee is applicable to materials supplied as part of the contract. As such twenty (20%) percent of the monthly amount may be updated based upon the percentage of change from the base Material/Metals index as noted in Exhibit B.

Additionally, of the monthly Service amount eighty (80%) percent of the monthly service fee is applicable to labor cost supplied as part of the contract. As such eighty (80%) percent of the monthly amount may be updated based upon the percentage of change from the base labor rate cost as noted in Exhibit B.

Contractor shall be required to submit escalation request per the above no less than thirty (30) days prior to escalation taking place.

Escalation will not be allowed during the first twelve (12) months of this Agreement. Escalation thereafter shall occur each year annually on the contract Anniversary date.

In no case shall any annual escalation exceed four (4%) percent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of  
the date first above written.

CONTRACTOR:

OWNER:

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Signature

---

Signature

---

Printed Name and Title

---

Printed Name and Title

---

Date

---

Date

## **EXHIBIT A – SCOPE OF SERVICES**

Contractor shall furnish services for the maintenance of the 2 elevators, as per the outlined below.

### **1. General Scope:**

- a. Contractor shall furnish all labor, materials, supplies and equipment necessary to provide full-service coverage for the equipment noted above at the location outlined in this agreement. Scope shall include preventative maintenance, callback services, repairs/replacements of components covered in this agreement, testing/inspections as outlined in this agreement, adjustments, documentation, and related work.
- b. All Work completed under this agreement shall be in compliance with all applicable codes and ASME A17.1 requirements as well as requirements of the AHJ.
- c. All elevator technicians must check in with building management upon arrival and check out upon departure each time they are on site. Failure to comply with this protocol may result in service being considered unperformed and subject to credits or termination as determined by the Owner.

### **2. Hours of Work:**

- a. Regular Working Hours are defined as Monday through Friday 7:00am – 4:00pm, except where identified as a designated union holiday.
- b. All calls entered by 2:00pm on a regular business day will be answered that day at no additional cost.

### **3. Coverage Hours:**

- a. Coverage shall be available 24/7 upon request of Owner.
- b. Callbacks during the regular working hours as noted above shall be included at no additional cost to the Owner, provided the cause of the callback is covered under this agreement
- c. Callbacks approved by Owner and performed by Contractor outside of the regular working hours shall be invoiced as the difference between the straight time hourly rate and the applicable overtime rate for, provided the cause of the callback is covered under the agreement. Where the cause of the callback is not covered under the agreement Contractor shall invoice the applicable overtime rate.
- d. Any invoiced travel time associated with overtime callout shall be capped at one and one half (1.5) hour roundtrip.
- e. Overtime callouts shall be included at no additional cost for any of the following scenarios, provided that call would have otherwise been covered under this agreement.
  - i. Entrapment.
  - ii. Where two or more elevators are out of service.
  - iii. Where response times as outlined below are not met.

4. Response Times:

- a. For callouts placed during regular working hours, Contractor shall respond to site within a two (2) hour period, or where after hours shall respond within three (3) hours.
- b. Should after hours call be placed without overtime confirmation, call shall be responded within two (2) hours the following business day.
- c. For “emergency” callouts (entrapments) placed during regular working hours, Contractor shall respond to site within thirty (30) minutes, or where after hours shall respond within one (1) hour.

5. Contractors Representative:

- a. Contractor shall provide a dedicated Account Manager that shall act as primary contact for Owner. Account Manager shall be required to review site semiannually to ensure compliance with scope of this agreement.

6. Preventative Maintenance Scope:

- a. Contractor shall provide a minimum of 3 hours per month that is dedicated to the preventative maintenance of the equipment covered under this Agreement.
- b. Preventative maintenance shall include the examination, adjustment, lubrication, and where conditions warrant, the replacement of the following components:
  - i. Control systems, relays, processor boards, drives, transformers, filters, selectors, tapes, cables, dispatching components, contactors, encoders, computer components and related controller components and related control system components.
  - ii. Traction hoist machines, bearings, gears, sheaves, brake assembly complete, motor, generator, brushes, brush riggings, field coils, commutator, armature, seals, and related machine components.
  - iii. Overspeed Governors and Safety systems complete.
  - iv. Hoistway switches, and related components
  - v. Car guide assemblies, buffers, and related components.
  - vi. Car and hoistway door operating equipment including but not limited to power door operator, door hangers, door tracks, door closers, interlock and pick up assemblies, rollers, door protective device, door guides, switches, and related door equipment.
  - vii. Signal/fixture equipment including but not limited to buttons, light bulbs, position indicators, directional lanterns, operating panels, intercommunication systems, alarm bells and buzzers, gongs, emergency light(s), all related wiring, and related fixture equipment.
  - viii. Hoistway electrical wiring and traveling cables
  - ix. Hoistway suspension means including wire ropes, cables, compensation cables, compensation sheaves, belts and compensation chain.
  - x. Car top inspection station, load weighting device, wire rope connectors, car ventilation, cab lighting components (excluding bulbs unless required to be replaced from car top), safety switches, car frame, platform, exit switches, toe guards, and other related components.

xi. Additional Requirements:

1. Keep machine room, pit, and all other equipment areas clean and free of accumulated dust and debris.
2. Paint machine room and pit floors during first and third year of the term.

7. Component Exclusions:

- a. The following items are excluded from this agreement unless replacement/repair is required due to Contractor's failure to maintain related components that would otherwise be included in this agreement.
  - i. Cab enclosures, flooring, light fixtures, door panels, entrance frames, sills, power disconnects, machine room lighting, machine room HVAC, machine room enclosure, structural components that were installed by other trades.
- b. Exclusions do not apply where damage is caused by contractor negligence or lack of proper maintenance

8. Repairs:

- a. Where a repair is required and included under this agreement, Contractor shall:
  - i. In the case of all repairs, Contractor shall communicate the plan, status and schedule with Owner within 24 hours of identifying necessary repair. Contractor shall update Owner at the end of each business day until the repair is complete.
  - ii. For scheduled repair work, Contractor shall notify Owner at least 2 weeks in advance in order to provide enough notice to tenants.
  - iii. For unscheduled repair work, Contractor shall provide plan and timeline within 48 hours of identifying necessary repair.
  - iv. Replace components with OEM parts or approved equal.
- b. Where a repair is required and not included in under this agreement, Contactor shall:
  - i. Provide written proposal to Owner for identified scope. Proposal shall include detailed cost breakdown showing actual material cost, plus 15% and number of hours, x the applicable labor sell rate as noted in Exhibit B.
  - ii. Where elevator is out of service due to required repair, Contractor shall provide proposal within 48 hours of identification of necessary repair.
- c. Where Owner requests repair be completed outside of normal business hours as defined in this Agreement, Owner shall pay Contractor the premium portion/ difference between the straight time hourly rate and the applicable overtime rate.

9. Testing and Inspections:

- a. Contractor shall be required to perform the following testing at no additional cost under this agreement:
  - i. Traction Elevators:

1. Category 1 Testing as required by AHJ.
  2. Category 5 Testing as required by AHJ.
  3. Annual FAID Testing where required by AHJ.
  4. Monthly Fire Service Testing as required by AHJ.
- b. Contractor to provide annually, standby for Annual Testing as performed by Owner's Fire Alarm Contractor. Should testing fail due to elevator related component, Contractor shall repair and include follow up standby coverage for testing. Should testing fail due to non-elevator systems, Contractor shall be reimbursed for time related to follow up testing per the applicable hourly rates listed in Exhibit B.
  - c. Where witness testing is required by AHJ, Owner shall have the right to contract with witnessing agent directly or shall request Contractor to contract where a maximum of 15% premium shall be allowable when billed to Owner during the regular billing cycle. This provision shall apply to Inspection Authority and/or Fire Life Safety Company for applicable FAID testing.
  - d. Where Owner requests testing be completed outside of normal business hours as defined in this Agreement, Owner shall pay Contractor the premium portion/ difference between the straight time hourly rate and the applicable overtime rate.
  - e. Where Inspections are required by AHJ, Owner shall pay necessary fee for routine inspections. The Contractor shall pay applicable fees for re-inspections due to deficiencies covered by this agreement.

**10. Obsolescence:**

- a. Where component is identified as no longer available through Original Equipment Manufacturer (OEM), Third Party source repair, or other related source, Contractor shall provide in writing to Owner options for upgrades. Correspondence shall include component(s) affected, actions taken to source, written advisement from source outlining obsolescence, and proposal with cost for replacement/upgrade option(s). It is understood that any proposed cost shall be presented with the following consideration: Contractor shall cover the estimated cost of a direct replacement (material and labor). Owner shall be quoted the difference between the estimated direct replacement cost and cost to install upgraded component(s). Labor shall be presented based upon the rates as outlined in Exhibit B and material shall be cost plus 15%.

**11. Phone Monitoring:**

- a. Contractor agrees that effective the date of this agreement the Contractor shall program/reprogram all elevator phones to dial their own, or if requested Owner's 24/7 call center to allow for emergency phone monitoring. Failure to program phones as outlined above shall result in Contractor providing a credit of \$100 per day, per phone.
- b. Where Owner elects to have Contractor provide monitoring of phone lines, cost of monitoring service shall be included in the monthly lump sum cost as outlined in Exhibit B.
- c. Where Owner elects to have 3<sup>rd</sup> Party Contractor provide for monitoring services, Contractor shall verify with 3<sup>rd</sup> Party Contractor that phones are properly connected to their services.

- d. Where applicable, Contractor shall provide services related to video monitoring.

12. Guarantees:

- a. Minimum Hours: Contractor's failure to meet the monthly required minimum preventative maintenance hours shall result in Contractor providing a credit to Owner in the amount of Straight Time Mechanic sell rate as outlined in Exhibit B x the number of hours short on preventative maintenance. The preventative maintenance hours shall be reported quarterly and shall be the average on a quarterly basis. It is understood that hours required for testing under this agreement may be utilized toward monthly hour's requirement but any excess hours for testing may not be carried over to the next month to be utilized toward the minimum maintenance hours required. Failure to meet required hours for two (2) consecutive quarters will allow Owner to cancel this agreement with thirty (30) days written notice.
- b. Testing: Contractor shall be required to complete code required testing that is included in this agreement during the anniversary month in which it is required. Failure to comply will result in the Contractor issuing a \$250 credit per unit per month that the equipment is not in compliance with the testing requirements. Failure to meet required testing for two (2) consecutive months will allow Owner to cancel this agreement with thirty (30) days written notice. In addition any cost incurred by Owner to have testing completed by another Contractor shall be deducted from any final payment made to Contractor. Monthly fire service testing is required to be done monthly. Should Contractor fail to complete in any three months of any rolling six-month period, Owner shall have the right to terminate contract.
- c. Monthly fire service testing is required to be done monthly. Should Contractor fail to complete in any three months of any rolling six (6) month period, Owner shall have the right to terminate contract.
- d. Inspection/Audit Correction: At any point during the term of this agreement, Owner may elect to hire a consultant to review the elevator equipment, covered under this agreement. Upon issuance of report to Contractor, Contractor shall provide a written plan and schedule to remedy any deficiencies noted. It is the expectation that any/all items shall be remedied within sixty (60) days unless otherwise approved by all parties. Failure to remedy in accordance with mutually agreeable plan shall result Contractor providing credit to Owner in the amount to \$200 per day.
- e. Reporting: Upon Owner or Consultant Request, Contractor shall provide reports outlining all service activities from the previous quarter (preventative maintenance, callbacks, repairs, testing, etc.) Each activity shall indicate the date/time/and number of hours assigned to the task. Failure to provide accurate reporting within five (5) working days of request shall result in Contractor providing a credit to Owner in the amount of \$100 per day.
- f. Response Times: Contractor is required to meet the minimum requirements of response times as outline herin. Should Contractor fail to meet the minimum requirements, Purchaser, at its sole discretion, may reduce monthly agreement amount by \$300/occurrence for Contractor's repeated failure to meet callback response time.



- g. **Equipment Reliability:** If a unit is out of service due to equipment failure for more than forty-eight (48) continuous hours (excluding scheduled repairs), maintenance billing for that unit shall be suspended from the forty-ninth hour onward until the unit is restored to beneficial use. Additionally, for each twenty-four (24) hour period beyond the initial forty-eight (48) hours that the unit remains out of service, the Owner shall receive a credit equal to five percent (5%) of the total monthly unit price. Total credit shall not exceed the unit's monthly maintenance fee in any given month.

## EXHIBIT B

### Contractual Billing Rates for Work Performed Outside of Scope of Work

|                 | Straight<br>Time Sell<br>Rate | 1.7 Time<br>Sell Rate | 2.0 Time<br>Sell Rate | 1.7 Overtime<br>Premium Sell<br>Rate | 2.0 Overtime<br>Premium Sell<br>Rate |
|-----------------|-------------------------------|-----------------------|-----------------------|--------------------------------------|--------------------------------------|
| <b>Mechanic</b> |                               |                       |                       |                                      |                                      |
| <b>Helper</b>   |                               |                       |                       |                                      |                                      |
| <b>Team</b>     |                               |                       |                       |                                      |                                      |
| <b>Adjustor</b> |                               |                       |                       |                                      |                                      |

- "Premium Sell Rate" is the difference between the applicable (1.7/2.0) Sell rate and Straight Time Sell Rate.
- "2.0 Time Rate" (Base or Premium) shall be classified as Sunday or Union Holidays
- "1.7 Time Rate" (Base or Premium) shall be classified as 4:00pm – 7:00am Monday – Friday, and all day Saturday.

### Escalation Rates

Base Mechanic cost, plus fringe: , Year

Base Materials and Metal Index: , Month , Year

### Elevator Monthly Cost Breakdown (First twelve (12) months)

| Elevator ID /Designation | Monthly<br>Price Per<br>Elevator | Number<br>of<br>Elevators | Total Monthly Price |
|--------------------------|----------------------------------|---------------------------|---------------------|
| #1 Passenger             |                                  | 1                         | \$                  |
| #2 Passenger             |                                  | 1                         | \$                  |

**Total Monthly Price**

\$

Monthly deduct for elevator out of service for modernization



**ATTACHMENT A**  
**BID FORM**

**Firm Submitting Proposal:** \_\_\_\_\_

**Representative's Name:** \_\_\_\_\_

**Representative's Contact Information:**

**Email Address:** \_\_\_\_\_

**Cellular Telephone Number** \_\_\_\_\_

| <b>John Barton Tower</b>                                     |                                 |
|--------------------------------------------------------------|---------------------------------|
| <b>Modernization</b>                                         | <b>Contractors Bid Response</b> |
| Base Bid Elevator Modernization - John Barton Tower          |                                 |
| Base Bid Related Work - John Barton Tower                    |                                 |
| <b>John Barton Tower Total Elevator Mod</b>                  |                                 |
| Alternate #1a - Cab Interior                                 |                                 |
| <b>Total BASE + Cab Interior</b>                             |                                 |
| <b>Maintenance</b>                                           |                                 |
| Cost per Month 555 Massachusetts Ave                         |                                 |
| Deduct for unit out of service during Mod                    |                                 |
| <b>Terms</b>                                                 |                                 |
| Down Payment Percentage Required                             |                                 |
| Lead time (weeks)                                            |                                 |
| Installation Time / Elevator (weeks) - 555 Massachusetts Ave |                                 |

## John Barton Annex

| Modernization                                            |  | Contractors Bid Response |
|----------------------------------------------------------|--|--------------------------|
| Base Bid Elevator Modernization - 501 N East St.         |  |                          |
| Base Bid Related Work -501 N East St.                    |  |                          |
| <b>John Barton Annex Total Elevator MOD</b>              |  |                          |
| Alternate #1b - Cab Interior                             |  |                          |
| <b>Total Base + Cab Interior</b>                         |  |                          |
| Maintenance                                              |  |                          |
| Cost per Month 501 N East Street                         |  |                          |
| Deduct for Unit out of service for MOD                   |  |                          |
| Terms                                                    |  |                          |
| Down Payment Percentage Required                         |  |                          |
| Lead time (weeks)                                        |  |                          |
| Installation Time / Elevator (weeks) - 501 N East Street |  |                          |



## **ATTACHMENT B**

### **INDIANAPOLIS HOUSING AGENCY COMMUNITIES**

John J. Barton Apartments (tower)  
555 Massachusetts Avenue  
Indianapolis, IN 46204

John J Barton Annex  
501 N. East Street  
Indianapolis, IN 46204