



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 — Construction

Proc Folder: 640229

Doc Description: Addendum No.01 - ELEVATOR MAINTENANCE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-12	2019-11-21 13:30:00	CRFQ 0705 LOT2000000004	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

RECEIVED
 2019 NOV 21 PM 1:14

WV PURCHASING
 DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

DC ELEVATOR
 521 SLACK STREET
 CHARLESTON, WV 25301
 304.345.7222

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN # 61-0922853

DATE 11/21/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery ("Lottery") located at 900 Pennsylvania Avenue, Charleston, WV 25302 to establish an open-end contract for preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery's four (4) elevators, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

In accordance with W. Va. Code 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Elevator maintenance services	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72101506			

Extended Description :

ELEVATOR MAINTENANCE FOR FOUR ELEVATORS LOCATED AT WV LOTTERY HEADQUARTERS PER ATTACEHD SPECIFICATIONS

SOLICITATION NUMBER: CRFQ LOT2000000004
Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to publish the pre-bid sign-in sheet.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Pre-Bid Sign-In Sheet

Solicitation Number: CRQM LOT 20 # 01
 Date of Pre-Bid Meeting: 11/12/19
 Location of Prebid Meeting: Lobby

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
ORACLE ELEVATOR	STEVE SCOTT	4778 Chimney DR CHARLESTON	513-773-5069 CELL		STEVEN.SCOTT@ORACLEELEVATOR.COM
THYSSENKRUPP	DAN SHORT	901 MORRIS ST CHARLESTON	304-747-8375		dan.short@thyssenkrupp.com eric.hackney@thyssenkrupp.com
DC Elevator	Kathy Davis	521 SLACK ST CHAS W 25301	304-345-7222		kathy.davise@dcelevator.com
Oracle Elevator	Chris Harmon	4778 Chimney DR Charleston	304-744-4020		

***One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT20*04

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC ELEVATOR

Company



Authorized Signature

11/21/2019

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



Purchasing Divison
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 -- Construction

Proc Folder: 640229
 Doc Description: ELEVATOR MAINTENANCE
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-07	2019-11-21 13:30:00	CRFQ 0705 LOT2000000004	1

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BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

DC ELEVATOR
 521 SLACK STREET
 CHARLESTON, WV 25301
 304.345.7222

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN # 61-0922853

DATE 11/21/2019

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ADDITIONAL INFORMATION:

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In accordance with W. Va. Code 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		PURCHASING	
LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Extended Description :

ELEVATOR MAINTENANCE FOR FOUR ELEVATORS LOCATED AT WV LOTTERY HEADQUARTERS PER ATTACEHD SPECIFICATIONS

LOT2000000004	Document Phase Draft	Document Description ELEVATOR MAINTENANCE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Tuesday, November 12 at 2:00 PM EST

WV Lottery (Lobby)
900 Pennsylvania Avenue
Charleston, WV 25302

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 10/01/2019

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **November 14, 2019 at 10:00 AM EST**

Submit Questions to: **Brittany Ingraham**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Brittany.E.Ingraham@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: ELEVATOR MAINTENANCE
BUYER: Brittany Ingraham
SOLICITATION NO.: CRFQ LOT2000000004
BID OPENING DATE: November 21, 2019
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304.558.3970

Revised 10/01/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus ^{N/A} convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **November 21, 2019 at 1:30 PM EST**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ upon award _____ and extends for a period of _____ one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

WV CONTRACTOR'S LICENSE

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 10/01/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: DC Elevator

Contractor's License No.: WV- 041952

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: DC Elevator

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 ASSISTANT MANAGER
(Name, Title)
Kathy Davis, Assistant Manager
(Printed Name and Title)
521 Slack Street, Charleston WV 25301
(Address)
304.345.7222/ 304.346.1086
(Phone Number) / (Fax Number)
kathy.davis@dcelevator.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

DC Elevator
(Company)
 ASSISTANT MANAGER
(Authorized Signature) (Representative Name, Title)
Kathy Davis, Assistant Manager
(Printed Name and Title of Authorized Representative)
11/21/2019
(Date)
304.345.7222 / 304.346.1086
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Elevator Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery (“Lottery”) located at 900 Pennsylvania Avenue, Charleston, WV 25302 to establish an open-end contract for preventive (monthly) maintenance and corrective (as-needed) elevator maintenance services on the Lottery’s four (4) elevators. In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000. This includes all payments under the initial contract term, any renewal terms, all delivery orders, and any change orders.

This solicitation was previously advertised as CRFQ LOT1600000006, the solicitation opened on 06/02/2016. Bid results may be viewed at:

<https://www.state.wv.us/admin/purchase/Bids/FY2016/BO20160602.html>

Vendors are encouraged to review the specifications and requirements closely as specifications most likely have changed since last time solicited.

The current contract expires on 12/31/2019. It is the Agency’s intent to begin the new contract on 1/1/2020.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Elevator Maintenance”** means Preventive Maintenance and Corrective Maintenance services provided by Vendor under this Contract.
 - 2.2 **“Preventive Maintenance”** means activities that have been specifically identified on Exhibit A. Preventive maintenance is intended to include regularly scheduled activities that are known and anticipated in advance rather than one-time repairs.
 - 2.3 **“Corrective Maintenance”** includes all work not identified as Preventive Maintenance on Exhibit A. Corrective Maintenance is intended to cover work performed on an as-needed basis to identify and correct a malfunction or failure in an Elevator system, and testing to ensure that equipment is in proper working order after the repair.
 - 2.4 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit C, upon which Vendor should list its proposed price for the Contract Services (see extensive instructions in Section 8.1)
 - 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **PERFORMANCE REQUIREMENTS:** Vendor shall provide Agency with Elevator Maintenance on an open-end and continuing basis as outlined in this Contract.

REQUEST FOR QUOTATION
Elevator Maintenance

3.1 Elevator Maintenance (Preventive and Corrective)

- 3.1.1 Vendor shall provide Elevator Maintenance in accordance with manufacturer's recommendations and specifications, as well as industry best practices, at all facilities listed on Exhibit B attached hereto and incorporated herein by reference.
- 3.1.2 Vendor shall furnish and install parts as necessary to keep the elevator systems at each facility listed on Exhibit B in proper working order.
- 3.1.3 Vendor shall furnish all equipment, tools, and parts necessary for the performance of the Elevator Maintenance. Equipment and tools will be provided at no cost to the Agency.
- 3.1.4 Vendor shall provide expendable materials used in the scope of performing under this Contract at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.
- 3.1.5 Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of the time the equipment will be out of service.
- 3.1.6 Vendor shall maintain a continuous 24-hour emergency telephone service where they can be reached every day of the week, including Sundays and Holidays.
- 3.1.7 Vendor shall not perform any Elevator Maintenance under this contract without prior approval from Agency.
- 3.1.8 Vendor shall furnish a warranty of 12 months for all labor performed under this contract.
- 3.1.9 Should any elevators covered by this contract be permanently removed from service, upon mutual agreement between the vendor and the agency, a Change Order will be issued to reduce the Total Monthly Charge by the Monthly Cost in effect at the time of the removal from service for each elevator so removed.

3.2 Preventive Maintenance:

- 3.2.1 Vendor shall perform Preventive Maintenance on a monthly basis in accordance with a schedule mutually agreed upon by the Vendor and Agency.
- 3.2.2 Vendor will be compensated for Preventive Maintenance activities through a monthly fee. Vendor must provide parts necessary to perform Preventive

REQUEST FOR QUOTATION
Elevator Maintenance

Maintenance at no additional cost to Agency. Any cost for such parts must be included in the monthly Preventive Maintenance fee.

- 3.2.3** Vendor shall submit a proposed schedule of all Preventive Maintenance within 5 days of Vendor being awarded this contract for approval by Agency, at Agency's discretion.

3.3 Corrective Maintenance:

- 3.3.1** Vendor shall perform Corrective Maintenance as needed to restore the elevator systems to working order. Vendor shall bill for Corrective Maintenance on an hourly basis. Parts for Corrective Maintenance may be billed using the multiplier bid as described below.
- 3.3.2** Vendor shall respond to Corrective Maintenance calls from Agency by phone or in person within two hours and must arrive on site to begin performance as soon as possible, but no later than four hours after Vendor is notified of the request. Vendor may only deviate from the required four hour response time with written permission from the Agency.
- 3.3.3** Corrective Maintenance must be performed between the hours of 8:00 A.M. and 5:00 P.M. EST, Monday through Friday, excluding Holidays, unless the Agency approves work at another time.

The holidays to be excluded are New Years' Day, MLK Day, President's Day, Memorial Day, WV Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day and New Years' Eve. Hours of work performed outside normal business hours shall be approved by the Agency with written notification.

- 3.3.3.1** Notwithstanding section 3.3.3 above, Agency may request Corrective Maintenance on an emergency basis by notifying the Vendor of the emergency. Vendor must respond to all emergency requests within 30 minutes of being notified of the emergency request and arrive on site to begin performance no later than two hours after being notified of the emergency. Emergency requests must be completed anytime 24 hours per day, 7 days per week unless otherwise permitted by Agency.
- 3.3.3.2** Emergency requests that do not fall within normal working time, or fall on a weekend or holiday, may be billed at the overtime rate provided on the pricing page.

REQUEST FOR QUOTATION
Elevator Maintenance

3.3.4 Parts:

3.3.4.1 Vendor is responsible for procuring all necessary parts needed to perform Elevator Maintenance under this Contract within the required time frames established herein. Vendor must, however, obtain advanced approval from Agency prior to purchasing any part in excess of \$25,000.00. Freight charges for parts are not permitted. See Section 10.2.2. for more detail on freight charges.

3.3.4.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the elevator systems utilized by the Agency. All replacement parts shall be equal to or better than original manufacturer's parts. All parts used for replacement for normal wear or failed parts shall be new and obtained from authorized parts suppliers of the appropriate equipment manufacturer.

3.3.4.3 Third Party Repairs: Third-party service required to repair parts or components (eg, motor rewinding, etc) can be charged as other parts, using the third-party vendor invoice total as the parts cost and any parts mark-up included in this Contract. Agency must pre-approve any parts charges.

3.3.4.4 Disposal: Vendor is responsible of disposal of all replaced parts, oils, or anything relating to elevators. Such disposal shall comply with all applicable EPA (Environmental Protection Agency) standards.

3.3.4.5 Parts Warranty: The Contractor shall provide a copy of the manufacturer's warranty on parts with the invoice.

4. FACILITIES ACCESS: The facilities identified in this contract may require access cards and/or keys to gain entrance.

4.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

4.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

4.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

4.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

4.5 Vendor shall inform all staff of Agency's security protocol and procedures

5. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

REQUEST FOR QUOTATION
Elevator Maintenance

5.1 Experience: The Vendor or its employees designated to perform under this contract must have Five (5) years' experience installing and/or maintaining equipment of similar manufacturer and type listed in **Exhibit "B"** of this Solicitation. Vendor should provide information confirming its experience prior to contract award.

Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5.2 Training: The Vendor shall provide copies of the certifications including, but not limited to, NEIEP (National Elevator Industry Educational Program), or equal, for all elevator mechanics directly employed and supervised by the Vendor. The Vendor shall provide this documentation to the Agency Operations and Maintenance Manager prior to any mechanic performing work under this contract.

5.3 The Lottery requires and will perform a criminal background check for each Vendor employee, as well as the employees of all sub-Vendors, who will be required to enter the State of West Virginia office building as part of this project. The Lottery will not allow any Vendor or sub-Vendors access to the building until the background checks are completed and acceptable. At the beginning of the contract the Vendor will provide the Lottery with the names, home addresses, home contact numbers, and work assignments of each employee who will be working under the contract for criminal background investigation purposes. Any changes, deletions, or additions to this list will be furnished immediately as they occur to the Lottery.

5.4 Factory Authorization: Vendor must be authorized by the applicable manufacturer to perform repair and warranty work on the equipment listed on **Exhibit B**.

5.5 Certifications: Vendor shall ensure that all Elevator Maintenance performed under this Contract is performed by an appropriately licensed individual. Required licenses may include, but are not limited to the following:

5.5.1 Electricians – WV Electricians License

5.5.2 NEIEP Certification or equal – National Elevator Industry Educational Program

5.5.3 WV Contractor's License

5.6 Building Codes: At a minimum, the Elevator Maintenance shall comply with the current editions of building standards and codes in effect at the time of performance.

6. REPORTS: Vendor shall provide all of the reports as outlined below.

6.1 Preventive Maintenance Log: Vendor shall provide and update a Preventive Maintenance log in the form of a chart posted in the vicinity of elevator equipment.

REQUEST FOR QUOTATION
Elevator Maintenance

The Preventive Maintenance log must include a listing of all Preventive Maintenance performed, the name of the individual performing the Preventive Maintenance, the date it was performed, and the time spent performing the Preventive Maintenance. Vendor shall also maintain a duplicate maintenance log that Vendor must submit to Agency on a monthly basis.

6.2 Corrective Maintenance Log: Vendor shall maintain a log of all Corrective Maintenance performed under this Contract. The log must include the name of the individual performing the Corrective Maintenance, a description of the work performed, a list of any parts that were repaired or replaced, the total time spent performing the Corrective Maintenance, and the date and time Corrective Maintenance was performed. Vendor shall submit a copy of this log to Agency upon Agency's request.

6.3 Quarterly and Annual Reports: Vendor shall provide quarterly reports and annual summaries to the Agency, and to the Purchasing Division when requested, with a detailed listing of Elevator Maintenance performed under this Contract during that period of time. The quarterly and annual reports must include a listing of the hours worked per project, the cost of hours worked per project, the total of all hours worked and corresponding cost, a listing of parts utilized per project, the cost of parts utilized per project, the total parts used for the period, the cost of parts for the period, a grand total of all costs for the period, and any other information that the Agency or Purchasing Division may request.

7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Such costs will not be paid by the Agency.

8. **CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

8.1 Pricing Pages: Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. The requested information includes: A monthly cost, a yearly cost, an hourly labor rate, an hourly overtime rate, and a parts multiplier. **Total Bid Amount** is calculated by adding the **Total Yearly Cost (A)**, **Total Labor Cost (B)**, **Total Overtime Cost (C)**, **and the Total Parts Cost (D)**. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

**REQUEST FOR QUOTATION
Elevator Maintenance**

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

- *An example of a properly completed Pricing Page is shown below for reference purposes only:*

Preventive Maintenance:

<u>Item</u>	<u>Monthly Cost</u>	<u>Quantity (Months)</u>	<u>Yearly Cost</u>
Elevator 1 (BAX654)	\$ <u>200</u>	12	\$ <u>2400</u>
Elevator 2 (BAX 655)	\$ <u>200</u>	12	\$ <u>2400</u>
Elevator 3 (BAX 656)	\$ <u>200</u>	12	\$ <u>2400</u>
Elevator 4 (BAX 657)	\$ <u>200</u>	12	\$ <u>2,400</u>
Total			\$ <u>9,600</u> (A)

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>50</u>	x	200	=	\$ <u>10,000</u> (B)
Hourly Overtime Rate	x	Estimated Hours	=	Total Overtime Cost
\$ <u>100</u>	x	20	=	\$ <u>2,000</u> (C)
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.20</u>	=	\$ <u>12,000</u> (D)

Total Bid Amount * \$ 33,600

*** Total Bid Amount** is calculated by adding the **Total Yearly Cost (A)**, **Total Labor Cost (B)**, **Total Overtime Cost (C)**, and the **Total Parts Cost (D)**.

REQUEST FOR QUOTATION
Elevator Maintenance

9. ORDERING:

9.1 Preventive Maintenance Ordering: After award of this Contract Agency and Vendor shall agree upon a Preventive Maintenance schedule. The Agency shall then issue a release order against this Contract covering the agreed upon Preventive Maintenance to be performed.

9.2 Corrective Maintenance Ordering: The Agency shall define the scope of each Corrective Maintenance project to be performed under this Contract and submit it to Vendor for a cost quote prior to Vendor's commencement of any work. The cost quote must detail the intended scope of work required to complete the project and contain an itemized listing of time and parts that will be required. If the Vendor's quote is satisfactory to the Agency, then Agency will issue a release order allowing Vendor to commence work. This release order shall have a unique number, reference the master contract number, and detail the scope of work for the project in question. Issuance of the release order to the Contractor shall be considered authorization to begin work. If the Agency determines that the cost quote is not satisfactory, then Agency and Vendor shall work to obtain a satisfactory cost quote by modifying the project, requesting different parts, performing labor with state employees, or other methods that Agency and Vendor deem appropriate.

9.3 Vendor is not permitted to perform any work other than that specified on the release order issued under section 9.1 or 9.2 of this Contract.

10. CONTRACT VALUE LIMIT

10.1 In accordance with W. Va. Code § 5-22-1(a)(5), total payments under this contract will not exceed \$500,000.

10.2 Change orders (including renewals) and delivery orders that cause this contract to exceed \$500,000 will not be permitted.

11. BILLING / PAYMENT:

11.1 Preventive Maintenance: All labor and parts associated with the Preventative Maintenance activities must be included in the monthly charge. Vendor may submit monthly invoices to obtain payment for Preventive Maintenance.

11.2 Corrective Maintenance:

11.2.1 Labor: Labor for Corrective Maintenance will be billed on a per hour basis using the number of hours actually worked and the single hourly rate bid by vendor. Vendor may include Corrective Maintenance on its monthly invoices or submit requests for payment of Corrective Maintenance on a separate invoice provided the work has been completed.

REQUEST FOR QUOTATION
Elevator Maintenance

11.2.2 Parts: Parts for Corrective Maintenance will be billed on a cost plus basis with the multiplier designated by Vendor on the Pricing Page to serve as the markup. (Examples of how the multiplier should be used are shown below) For purposes of this Contract, Vendor's cost is the amount paid by Vendor to the manufacturer or supplier and does not include Vendor's overhead, stocking fees, delivery charges, or other fees that are not direct payment for parts. All charges not associated with direct payments to the manufacturer or supplier must be accounted for in the markup represented by the multiplier.

Multiplier	
<u>Example</u>	<u>Meaning</u>
0.5	Vendor sells parts to Agency at one-half of Vendor's cost
1.0	Vendor sells parts to Agency at Vendor's cost
1.25	Vendor sells parts to Agency at Vendor's cost plus a 25% markup.
1.5	Vendor sells parts to Agency at its cost plus a 50% markup.

Notwithstanding the foregoing, Vendor may invoice Agency for expedited or emergency delivery of parts provided that the expedited or emergency delivery was requested by the Agency in advance, the delivery charge is specifically listed on the billing invoice to the Agency, the Agency pays no more than the actual delivery charge, and the actual delivery charge documentation is included with the invoice.

12. DEFAULT:

12.1 The following shall be considered a default under this Contract.

12.1.1 Failure to perform Elevator Maintenance in accordance with the requirements contained herein.

12.1.2 Failure to comply with other specifications and requirements contained herein.

12.1.3 Failure to comply with any applicable law, rule, ordinance, or building code applicable to this Contract or Elevator Maintenance generally.

12.1.4 Failure to remedy deficient performance upon request.

12.2 The following remedies shall be available upon default.

12.2.1 Cancellation of the Contract.

REQUEST FOR QUOTATION
Elevator Maintenance

12.2.2 Cancellation of one or more release orders issued under this Contract.

12.2.3 Any other remedies available in law or equity.

12.3 Agency reserves the right to inspect the Elevator Maintenance to ensure that Vendor's performance is in compliance with this Contract. If Agency determines that Vendor has failed to perform in accordance with this Contract, Agency may demand that the Vendor immediately remedy the failure or consider the failure to be a default. Vendor's failure to remedy the deficient performance, if given the opportunity to do so, shall be considered a default.

13. MISCELLANEOUS:

13.1 No Substitutions: Vendor shall supply only Contract Services submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

13.2 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address and customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kathy Davis

Telephone Number: 304.345.7222

Fax Number: 304.346.1086

Email Address: kathy.davis@dcelevator.com

REQUEST FOR QUOTATION
Elevator Maintenance

EXHIBIT A – PREVENTIVE MAINTENANCE

Preventive Maintenance Activities Include:

1. Inspections

- a. Monthly inspections on all elevators.** Vendor must complete monthly inspections on all elevators covered under this Contract. Wiring diagrams, blueprints, or any equipment or parts thereof shall be provided to the Vendor; but shall remain in the possession and control of the Agency. Monthly inspections include:
1. Keep controllers and hoist motors free of dirt, dust, and oil
 2. Change seals as needed to prevent leakage;
 3. Keep generators free of dirt, dust, and oil;
 4. Change brushes on an as needed basis to prevent commutator damages;
 5. Refill gear cases and lubricators as needed;
 6. Keep oil reservoirs properly sealed to prevent leakage;
 7. Sweep machine room floors each time upon exiting for the final time
 8. Clean hoistway doors, tracks, hangers, guide shoes or rollers and relating cables annually and change them as needed;
 9. Lubricate guide rails except for roller guide installations;
 10. Lubricate all overhead sheaves every six months
 11. Clean all pits as needed.
 12. Clean and lubricate all compensating sheaves, cables, chains, and bearings
 13. Vendor shall clean all car tops every six months.
 14. Vendor must empty pit drip buckets in hydraulic elevator(s) to prevent overflow; if a 5-gallon bucket fills in 30 days, the Vendor shall change the packing. Vendor shall keep the drip pans under the hydraulic controller pump clean of oil.
 15. Vendor must maintain the efficient car speed for each elevator as designated by the manufacturer. This must include acceleration, retardation, contract speed in feet per second, with or without full load, and floor-to-floor.
 16. Vendor must maintain all door opening and closing speed and thrust.

REQUEST FOR QUOTATION
Elevator Maintenance

17. Vendor must test the fire service of each elevator and record in the machine room every thirty (30) days. This must include emergency lights, alarms, telephones, fire recall and emergency recall.
18. Vendor must examine all suspension ropes, compensating ropes and governor lines and change as needed per code.
19. Vendor must replace or make corrections to any parts or equipment listed below due to age, normal wear and tear, frequent mechanical breakdowns, or for any safety reasons:
 - a. Hoisting machines and machine brakes.
 - b. Motor generators or solid state motor drives, starters.
 - c. Transformers, filters.
 - d. Control, selector, dispatch, signal and relay panels.
 - e. Hoisting motors, selector motors and drives.
 - f. Tension frames, magnet frames.
 - g. Worms, gears, bearings, thrusts and rotating elements.
 - h. Brakes, coils, linings, shoes and pins.
 - i. Brushes, commutators, windings and coils.
 - j. Contacts, relays, resistors, and transistors.
 - k. Solid state panels, boards and control devices.
 - l. Computers, PLC's, video monitors.
 - m. PLC's software or hardware.
 - n. Hydraulic power units, pumps and valves.
 - o. Hydraulic fluid, fluid reservoirs, heater for oil reservoirs.
 - p. Operating valves, manual and automatic.
 - q. Pistons and their packing.
 - r. Mufflers and silencers.
 - s. Pipe and pipe fittings located above ground.
 - t. Control wiring, electric wiring, fuses.
 - u. Guide shoes and rollers.
 - v. Control cables, wire ropes and cables.
 - w. Hoisting and governor cables and their fastenings.
 - x. Drive, governor, deflector, and compensating devices.
 - y. Car and overweight safeties.
 - z. Overspeed governors, buffers, and their contacts.
 - aa. Limit, landing, leveling and slow down switches, emergency lowering devices.
 - bb. Anti-Creep devices.
 - cc. Operating buttons and switches including key type.
 - dd. Hatch door interlocks, gate and door controls.
 - ee. Door and gate operating equipment, grates.
 - ff. Door protective devices.
 - gg. Load weighting and dispatching devices.
 - hh. Compensating cables or chains.
 - ii. Position and speed encoders.
 - jj. Indicator lamps and indicator LED's.
 - kk. Car Station telephones.
 - ll. Batteries for any and all equipment.
 - mm. Remote monitoring devices.
 - nn. Cylinders and casings.

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Elevator Maintenance

- oo. Hoistway gates, door, frames and seals, enclosures.
- pp. Emergency car lights.
- qq. Cover plates for signals, signal bells, and signal systems.
- rr. Communication systems (intercoms), telephone cables.
- ss. Main line power switches, breakers and feeders to elevator control equipment, and any other mechanical features of the elevators.

20. Vendor must maintain:

- a. Hall buttons.
- b. Alarms, and emergency telephone equipment.
- c. Lamps and fixtures (excluding car lighting).
- d. Car operating panels, buttons, and lamps.
- e. Position indicators and lamps.
- f. Legally required public signage (ie ADA, NFPA, and DOL certificates).

2. Testing

- a. **Annual safety test, five-year full load safety test, I hydraulic relief test.** Vendor must arrange and perform all 5-year full load safety tests, all annual safety tests, and all I hydraulic relief tests. Tests must be in accordance with the standards set forth in American Standard Safety Practices for the Inspection of Elevators A17.2---ASA and American Standard Safety Code for Elevators, A17.1---ASA, or later versions of the ASA if applicable. Vendor shall be responsible for coordinating the annual safety testing with an Inspector who is approved by the West Virginia Division of Labor. Vendor shall provide certified test reports to the Agency as soon as practicable. Vendor shall file the proper paperwork and tags with the Division of Labor. Vendor must also accomplish any corrective work as deemed necessary by the assigned Labor and industry Elevator Inspector, WV approved third party inspector and/or designated WV elevator consultant. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.
- b. **Additional Testing.** Vendor must complete any additional testing required by the West Virginia Division of Labor to obtain and maintain certifications necessary to keep elevators in operation. Required repairs will be considered corrective maintenance and completed in accordance with the requirements of this contract.

3. Entrapment

- a. **Emergency Entrapment:** Vendor must arrive onsite within 30 minutes to free passengers trapped on the elevator. This response requirement applies 24 hours per day, 7 days per week. All efforts to free the trapped passenger must be treated as

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preventive maintenance. Efforts to repair the problem that caused the entrapment must be treated as Corrective Maintenance.

4. System Restart

- a. **System Restart:** Vendor shall restart and/or reprogram the elevator systems after a power outage, power surge, or other electrical event that takes one or more elevators offline. This provision does not include mechanical repairs, which will be completed as Corrective Maintenance.

**REQUEST FOR QUOTATION
Elevator Maintenance**

EXHIBIT B – AGENCY FACILITIES AND UNITS

1. **Facility Location:** West Virginia Lottery (“Lottery”) located at 900 Pennsylvania Avenue, Charleston, WV 2530

<u>ELEVATOR</u>	<u>CAPACITY</u>	<u>TYPE</u>	<u>MODEL</u>	<u>SERIAL NO.</u>
1	2,500	FREIGHT	DOVER	BAX654
2	2,500	PASSENGER	DOVER	BAX655
3	2,500	PASSENGER	DOVER	BAX656
4	2,500	PASSENGER	DOVER	BAX657

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Elevator Maintenance

EXHIBIT C - PRICING PAGE

Preventive Maintenance:

<u>Item</u>	<u>Monthly Cost</u>	<u>Quantity (Months)</u>	<u>Yearly Cost</u>
Elevator 1 (BAX654)	<u>\$325.00</u>	12	<u>\$3,900.00</u>
Elevator 2 (BAX 655)	<u>\$325.00</u>	12	<u>\$3,900.00</u>
Elevator 3 (BAX 656)	<u>\$325.00</u>	12	<u>\$3,900.00</u>
Elevator 4 (BAX 657)	<u>\$325.00</u>	12	<u>\$3,900.00</u>
Total			<u>\$15,600.00 (A)</u>

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>185.00</u>	x	200	=	\$ <u>37,000.00 (B)</u>
Hourly Overtime Rate	x	Estimated Hours	=	Total Overtime Cost
\$ <u>92.50</u>	x	20	=	\$ <u>\$1,850.00 (C)</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.10</u>	=	\$ <u>11,000.00 (D)</u>

Total Bid Amount * \$ 65,450.00

*** Total Bid Amount is calculated by adding the Total Yearly Cost (A), Total Labor Cost (B), Total Overtime Cost (C), and the Total Parts Cost (D).**



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DC Elevator

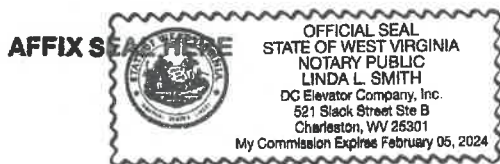
Authorized Signature: [Signature] Date: 11/21/2019

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21 day of November, 2019.

My Commission expires Feb. 6, 2024.



NOTARY PUBLIC Linda L. Smith



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, TO-WIT:**

I, Kathy Davis, after being first duly sworn, depose and state as follows:

- I am an employee of DC Elevator; and,
(Company Name)
- I do hereby attest that DC Elevator
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

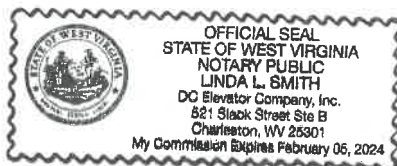
Printed Name: Kathy Davis
 Signature:
 Title: Assistant Manager
 Company Name: DC Elevator
 Date: 11/21/2019

Taken, subscribed and sworn to before me this 21 day of November, 2019.

By Commission expires Feb. 6, 2024

(Seal)

(Notary Public)



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: CRFQ 0705 LOT2000000004

Contract Purpose: ELEVATOR MAINTENANCE

Agency Requesting Work: WV PURCHASING DIVISION

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: DC Elevator

Vendor Telephone: 304.345.7222

Vendor Address: 521 Slack Street
Charleston, WV 25301

Vendor Fax: 304.346.1086

Vendor E-Mail: kathy.davis@dcelevator.com

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D) of (E) as Principal, and (F) of (G) of (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20(P).

Principal Seal

(R)

(Q)
(Name of Principal)

By (S)
(Must be President, Vice President, or Duly Authorized Agent)

(T)
Title

Surety Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: DC Elevator **Address:** 521 Slack Street
Charleston, WV 25301

Name of Authorized Agent: WV Purchasing Division **Address:** 2019 Washington St E. Charleston, WV

Contract Number: CRFQ 0705 LOT2000000004 **Contract Description:** ELEVATOR MAINTENANCE

Governmental agency awarding contract: WV Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 11/21/2019

Notary Verification

State of West Virginia, County of Kanawha:

I, Linda Smith, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 21st day of November, 2019.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



CNA SURETY

Bid Bond

Bond No. n/a

CONTRACTOR:

(Name, legal status and address)

D-C Elevator Company, Inc.
124 Venture Court
Lexington, KY 40511

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

West Virginia State Lottery Commission
900 Pennsylvania Ave.
Charleston, West VA

BOND AMOUNT: Five percent of the amount of the bid

PROJECT:

(Name, location or address, and Project number, if any)

Sol #CRFQ Lot 2000000004
Elevator maintenance for West Virginia

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

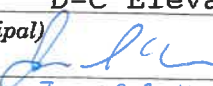

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21 day of Nov., 2019


(Witness)

(Witness)

D-C Elevator Company, Inc.
(Principal)  (Seal)
(Title) James C. Bowler, President
Western Surety Company
(Surety)  (Seal)
(Title) Attorney in fact
Steve Simmons

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marty Buchanan Clark, Rebecca L Engle, Steve Simmons, Jeff Mc Intosh, Mary Elliott, Mark T Kelder, Andrea L Loson, Individually

of Lexington, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of November, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of November, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21 day of Nov., 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV041952

Classification:

ELECTRICAL

D C ELEVATOR INC
DBA D C ELEVATOR COMPANY INC
124 VENTURE COURT SUITE 1
LEXINGTON, KY 40511

Date Issued

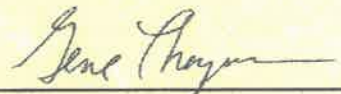
Expiration Date

FEBRUARY 19, 2019

FEBRUARY 19, 2020

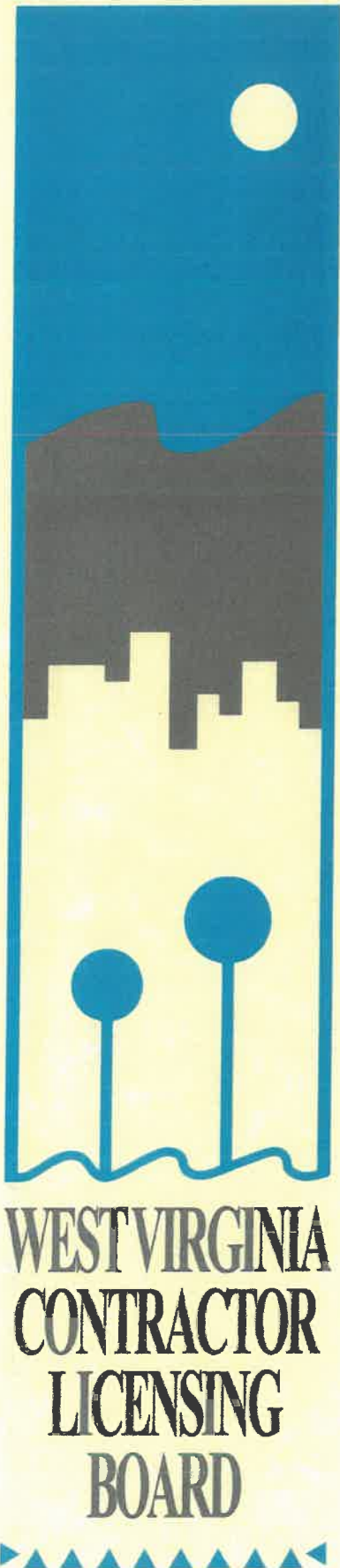


Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC-CL, 950 Breckenridge Lane, Suite 50, Louisville, KY 40207. CONTACT NAME: Commercial Lines, PHONE: 502.815.5200, FAX: 855.209.1246. INSURED: DC Elevator Company, 124 Venture Ct., Ste. 1, Lexington, KY 40511-2600. Table of Insurers: INSURER A: Great American Insurance Company (16691), INSURER B: National Union Fire Ins Pittsburgh, PA (19445), INSURER C: Zurich American Insurance Company (16535), INSURER D: Motorists Mutual Insurance Company (14621).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Contractors Equip/Leased/Rented EQ/Installation Fitr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by, or on behalf of the named insured.

CERTIFICATE HOLDER CANCELLATION

West Virginia Lottery, 900 Pennsylvania Ave, Charleston, WV 25302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DC Elevator Company Information

1. LOCAL OFFICE:

DC ELEVATOR COMPANY
521 SLACK STREET
CHARLESTON, WV 25301
(304) 345-7222

a) STEVE BOWLDS, PRESIDENT
709 MILES POINT WAY
LEXINGTON, KY 40510

CHARLES "CHUCK" SHARP, VICE PRESIDENT
709 MILES POINT WAY
LEXINGTON, KY 40510

CORPORATE OFFICE PHONE: (859)254-8224

- b) DC ELEVATOR is a corporation established in 1977.
- c) FEDERAL EMPLOYER I.D. NUMBER: 61-0922853
- d) Primary Contact:
 - KATHY DAVIS, WV (CHARLESTON) BRANCH MANAGER
 - RONNIE BENTLEY, REGIONAL MANAGER
- e) Please see the attached insurance certificate.
- f) Please see the attached WV Contractors License.
- g) DC Elevator background checks are performed by IndentoGO Center in South Charleston and also by the US Department of Justice and Federal Bureau of Prisons (attached example form) for our mechanics.





Re: Executive Summary and Proposal Overview

Our proposal includes our comprehensive plan to provide WV Lottery with Full-Service Elevator Maintenance.

As an employee-owned company, DC Elevator has established a corporate infrastructure to provide excellent elevator maintenance within the Charleston area footprint. With local management and local certified technicians, DC Elevator can provide the response time, parts, and customer service the WV Lottery requires.

Our preventative maintenance program has been established to ensure reliable performance of the elevators in the facility. Our trouble call response times, coupled with local parts availability, minimize elevator down time to maximize the efficiency of the elevators.

We have provided in our proposal our qualifications, our approach to maintenance, safety measures, our local management team, and abilities to properly perform the work. We have an excellent plan in place to provide the highest quality elevator maintenance for the WV Lottery.

Please feel free to contact us at the Charleston Branch if you need anything additionally.



Kathy Davis, Assistant Manager
521 Slack Street, Suite B
Charleston, WV 25301
(304) 345-7222 Office
(304) 552-5533 Mobile
www.dcelevator.com

"An Employee Owned Company"





PUBLIC PROTECTION CABINET
Department of Housing, Buildings and Construction
Division of Building Codes Enforcement

Matthew G. Bevin
Governor

Steven A. Milby
Commissioner

Elevator Section
101 Sea Hero Road, Suite 100
Frankfort, Kentucky 40601-5412
Phone: 502-573-1694, Fax: 502-573-1059
www.dhbc.ky.gov

K. Gail Russell
Acting Secretary

Timothy R. House
Deputy Commissioner

August 7, 2019

Ronnie Bentley
DC Elevator
Attn: Jean Reiling
709 Miles Point Way
Lexington, KY 40510

RE: Elevator Mechanic License # EVM10002

Dear Licensee:

It is required that the Division of Building Code Enforcement Elevator Section be notified of any address or business representation changes that occur during the effective period of the enclosed license.

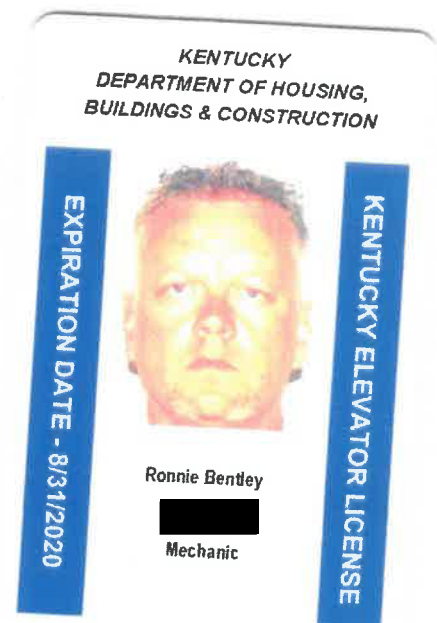
Eight (8) hours of continuing education credits from a **Kentucky Approved Provider** are required prior to renewal for next year.

If you have any questions on your licensure, please contact this office at the numbers above.

Sincerely,

Chris Sutherland
Chief Elevator Inspector
Division of Building Code Enforcement - Elevator Section
Department of Housing, Buildings & Construction

Enclosure





PUBLIC PROTECTION CABINET
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K. Gail Russell
Acting Secretary

Timothy R. House
Deputy Commissioner

July 25, 2019

Paul Breeding
DC Elevator
DC Elev-Attn Jean
709 Miles Point Way
Lexington, KY 40510

RE: Elevator Mechanic License # EVM10004

Dear Licensee:

It is required that the Division of Building Code Enforcement Elevator Section be notified of any address or business representation changes that occur during the effective period of the enclosed license.

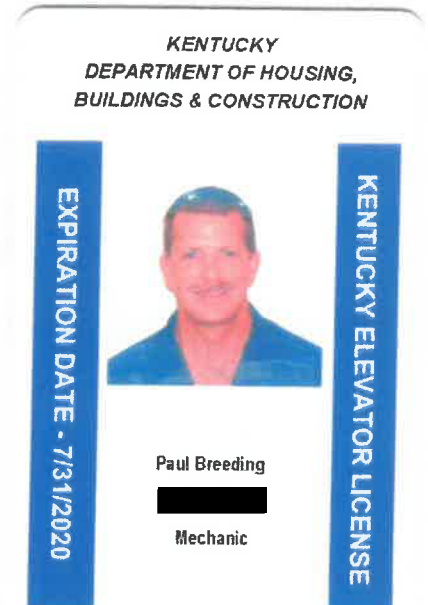
Eight (8) hours of continuing education credits from a **Kentucky Approved Provider** are required prior to renewal for next year.

If you have any questions on your licensure, please contact this office at the numbers above.

Sincerely,

Chris Sutherland
Chief Elevator Inspector
Division of Building Code Enforcement - Elevator Section
Department of Housing, Buildings & Construction

Enclosure





INDIANA HOMELAND SECURITY



Elevator Mechanic

PAUL BREEDING



LICENSE NUMBER



ISSUE

7/30/2019

EFFECTIVE

7/30/2019

EXPIRATION

12/31/2020



**Certified
Elevator
Technician**



Expires **12/31/2019**

Jason Rucker
CET

Sean Madden
Sean Madden, Chairman
NAEC Certification Board
Issued **6/21/2019**



Company Safety Policy

And

Employee Handbook

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STATEMENT OF POLICY

It is the policy of D-C Elevator Co., Inc. to strive for the highest safety standards on all job sites. Safety does not occur by chance; it is the result of careful attention to all company operations by those who are directly and indirectly involved. Employees at all levels must work diligently to execute the company policy of maintaining safety and occupational health.

Our safety program has been developed to assure compliance with federal, state and local regulations with particular emphasis on the Occupational Safety and Health Act of 1970 (OSHA) and the Occupational Safety and Health Standards for Construction including current supplements. It is the obligation of all supervisors to be knowledgeable of the standards established by these agencies and to implement the rules and regulations contained therein on projects under their direction.

Regard for safety of the general public, our own employees and the employees of our fellow contractors on the job is clearly the responsibility of all levels of our organization. Our ultimate goal is to prevent accidents and injuries, including minor ones.

A safe operation exists only if every employee views accidents as avoidable and unnecessary and all work areas are clean and efficient. This places us in a better position, not only to eliminate our accidents, but to improve the total performance of our company, also. It is, therefore, of utmost importance that all aspects of our safety program be strictly adhered to. The purpose of this safety program should be the shared goal and attitude of all of us. Recommendations to improve our safety programs are encouraged and welcomed at any time.

D-C Elevator Co., Inc.

President _____

Vice-President _____

COMPANY SAFETY POLICY

It is recognized that it is the responsibility and duty of the management personnel of D-C Elevator Co., Inc. to provide reasonable, safe and healthy work conditions for company employees. If a low injury rate is to be realized, an effective accident prevention program must be enforced by management and practiced by every employee daily.

It is each employee's responsibility to observe safety rules and each must take all precautions to avoid accidents to himself, his co-workers and equipment.

It is further the responsibility of management to insure the proper execution of the safety program by presenting a definite policy and insisting on cooperation from superintendents and foremen. To accomplish this essential link, all foremen are instructed and trained in the application and maintenance of our comprehensive safety program.

Enclosed herewith are safety and health recommendations, which are to be considered to be practical and reasonable and should contribute towards reduction of injuries.

D-C Elevator Co., Inc. has formulated the following safety plan. We are thoroughly interested in every employee's safety and believe we can continually improve our accident record. Your wholehearted cooperation is expected in carrying out this program in its entirety. In addition to the company safety director, our insurance carriers safety engineers will further explain and assist you in fully developing the accident control procedure at each job site.

Your safe, accident-free work record is of importance to D-C Elevator Co., Inc. and even greater importance to you, your family and friends. To help achieve an accident free job site, safety rules are listed in this manual and are to be observed by all employees.

WE BELIEVE THIS JOINT EFFORT CAN PRODUCE "ZERO INJURY JOB SITES".

SAFETY RESPONSIBILITIES

Job site safety is the responsibility of all D-C Elevator Co., Inc.'s employees.

Safety Director Responsibilities

- Formulate and administer company wide policies pertaining to safety.
- Prepares quarterly reports on the status of safety in the company.
- Assure that safety equipment is made available to all field supervisors or project safety directors for distribution on the job site.
- Maintain outside professional contacts (insurance companies, State Department of labor, OSHA, etc.).
- Conduct on-site inspections to observe unsafe conditions and work habits, once a month and advise supervisor or project safety director on how to remedy unsafe conditions or habits.
- Monitor federal, state and local regulations related to construction.
- Implement disciplinary actions for violators of safety rules.
- Conduct pre-construction safety meetings with all subcontractors involved on the project.
- Maintain all required records on forms designated by OSHA, insurance company or any other authorized agencies.
- Process all paperwork associated with accidents, OSHA Inspections and in house audits. Maintains permanent record for company files.

Supervisors, Project Safety Directors, or Mechanics in Charge Responsibilities

It is up to each mechanic to assure that the company safety policy is being adhered to. The mechanic may wish to appoint or ask for a volunteer to act as project safety director. This person should be the one that the mechanic feels will do the job properly, because insufficiencies will reflect on the mechanic's record.

Responsibilities:

- Familiarize and enforce safety regulations related to his project.
- Assure that safety devices and proper individual protective equipment are used by persons under his supervision.
- Assures that injuries are treated properly and reported properly.
- Immediately investigate all accidents, obtaining all data, ("capture the moment") and file a complete report within 24 hours from the accident using accident report form provided by company safety director.
- Conduct ongoing jobsite inspections and complete jobsite inspection checklist and initial the job progress report confirming these inspections.
- Assure that no unsafe conditions exist on the jobsite and report to safety director any corrective actions needed which are beyond his control.
- Conduct weekly "tool box" safety meetings on the jobsite with all employees present and submit report form to the office every week. (Topics will be supplied by office.)
- Must be properly certified in first aid and CPR. (If superintendent appoints project safety coordinator, both will be certified.)

All Employees

- Be familiar with and comply with D-C Elevator Co., Inc. safety and health practices and policies.
- Use safety devices and proper personal protective safety equipment as required by jobsite safety supervisor.
- Notify supervisor or safety director of unsafe conditions and/or acts immediately. Do not proceed until all safety concerns have been addressed and OSHA standards met.
- Report all accidents, no matter how minor, to supervisor or project safety coordinator immediately.

Sub-Contractor

- Comply with our company's safety policy regulations.
- Attend pre-construction safety meeting.
- Report all accidents to our supervisor or project safety coordinator immediately.
- Do not proceed with any work if any OSHA potential violations or safety hazards are encountered. Contact D-C Elevator Co., Inc.'s Safety Director immediately.

SAFETY GUIDE

In order for a safety program to be effective, it is vital that rules be established and monitored by responsible individuals and implemented by all personnel.

The following are some of the general rules applicable to our jobsites that must be enforced on every project done by our company. This is only a partial list. The pertinent requirement of the OSHA Regulations CFR 29, Part 1926, Safety and Health Regulations for construction and supplements with CFR 29, Part 1910, identified as applicable to construction, also apply. OSHA regulations are available through the company safety director and in the Occupational Safety and Health Standards for the Construction Industry.

OCCUPATIONAL HEALTH AND ENVIRONMENTAL CONTROLS

Emergency Phone Numbers

- Determine location and telephone numbers for the nearest medical facility and emergency transportation.
- Information is to be posted in job office near telephone.

First-Aid Kits

- One to be located in each job box visible to all.
- Weekly checks are to be made on its contents and initialed on weekly job progress sheet.

Sanitation

- Temporary toilets as provided by others to be emptied at least once a week.
- Drinking water:
 - to be kept in approved sanitary containers
 - single service disposal cups only
- Project Clean-up:
 - all projects are to be kept clean of all debris
 - piles of scrap wood should have all nails removed or bent over
 - if applicable, all dumpsters to be emptied once they are full; do not allow it to run over or have debris stacked next to it.
- Noise exposures:
 - Ear protection is required where employee is exposed to greater than normal volumes of noise
- Gases, vapors and chemicals:
 - employees shall not be exposed to the danger of inhalation or skin absorption without proper equipment for protection
 - supervisors are to determine if these hazards are present on their jobsite
 - if hazards are present on the jobsite, contact company safety director immediately

The employer must estimate the waste that will be generated prior to work being performed so that the need for containers and waste removal, if necessary, can be determined. If the same wastes or scrap materials are generated for every project, please state so in your program.

Employees must be instructed on the proper disposal method for wastes. This may include general instruction on disposal of non-hazardous wastes, trash, or scrap materials. If wastes generated are classified as hazardous, employees must be trained to ensure proper disposal.

The employer should encourage proper segregation of waste materials to ensure opportunities for reuse or recycling.

PERSONAL PROTECTIVE EQUIPMENT

Hard Hats

- Will be worn by **ALL** employees at **ALL** times while on the jobsite.
- Any sub-contractors working on the project will be required to also wear hard hats at all times.
- Make certain that the hats are in good useable condition and meet all OSHA standards.

- Each project will keep an additional three hard hats in office trailers for any visitors on the project which may not have hard hats of their own.

Eye and Face Protection

- Eye protection will be worn at all times during sawing, drilling or chipping operations.
- All sub-contractors will be required to wear eye protection when needed.
 - Eye protection equipment will be kept clean and in good condition.

Hearing/Noise Protection

- A training program shall be provided for all employees who are exposed to action level noise. The training shall be repeated annually for each employee. Training shall be updated consistent to changes in PPE and work processes. The employer shall make available to affected employees copies of the noise exposure procedures and shall also post a copy in the workplace. The employer shall also allow the Assistant Secretary and the Director access to records.
- A continuing effective hearing conservation program shall be administered when employees are exposed to sound levels greater than 85 dbA on an 8 hour time-weighted average basis.
- When information indicates that employee exposure may equal/exceed the 8 hr time-weighted avg. of 85 decibels, a monitoring program shall be implemented to identify employees to be included in the hearing conservation program.
- An audiometric testing program must be established and maintained by making audiometric testing available to all employees whose exposures equal or exceed an 8-hr. time-weighted avg. 85 decibels.
- Within 6 months of an employee's first exposure at or above the action level, a valid baseline audiogram shall be established against which future audiograms can be compared. When a mobile van is used, the baseline shall be established within 1 yr.
- Testing to establish a baseline audiogram shall be preceded by at least 14 hours without exposure to workplace noise. Hearing protection may be used to meet the requirement. Employees shall also be notified to avoid high levels of noise.
- At least annually after obtaining the baseline audiogram, the employer shall obtain a new audiogram for each employee exposed at or above an 8-hour time-weighted average of 85 decibels. Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift has occurred. If a comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift, the employee shall be informed of this fact in writing, within 21 days of the determination.
- If a threshold shift has occurred, use of hearing protection shall be re-evaluated and/or refitted and if necessary a medical evaluation may be required.
- This is done at no cost to employee(s). Hearing protection shall be replaced as necessary. Employers shall ensure that hearing protectors are worn. Employees shall be properly trained in the use, care & fitting of protectors.
- The employer shall evaluate hearing protection for the specific noise environments in which the protector will be used.
- Accurate records of all employee exposure and audiometric measurements shall be maintained as required by the regulation.

Respiratory Protection

- Use shall be determined by supervisor

Clothing and Shoes

- Reinforced toe work shoes must be worn while on the jobsite
 - no tennis shoes or sneakers
 - no sandals or flip-flops
 - reinforced toe work shoes are required
- Dress according to job and weather conditions.
 - supervisors discretion would take place in certain circumstances except for the following:
 - NO Shorts permitted
 - Shirts must be worn at all times
 - Belts must be worn at all times
 - NO jewelry is permitted to be worn.

FIRE PROTECTION AND PREVENTION

Fire Extinguishers

- A multi-purpose ABC Dry Chemical Fire Extinguisher shall be located:
 - in each vehicle
 - on each piece of major equipment
 - in each jobsite office trailer
 - on each jobsite to provide one extinguisher per 3,000 sq. ft. (no more than 100 ft. travel)
 - in each gangbox

Fire Prevention

- Smoking or open flames shall not be prohibited at, or in areas, which constitute a fire hazard and shall be posted with "No Smoking" signs.
- Work and storage areas shall be kept free of debris and combustible waste.
 - good housekeeping shall be maintained at all times
- Flammable liquids - jobsite safety director must be sure that all containers comply with Subpart F of the KY OSHA Standard for the Construction Industry, 29 CFR, Part 1926.
- Tanks:
 - shall not be located any closer than 20 feet from any building, trailer or structure
 - tank will be marked FLAMMABLE - NO SMOKING
 - equipment shall be turned off while refueling
- Temporary heating devices:
 - shall not be used in confined areas unless proper ventilation is provided.
 - equipment must be checked for defects prior to use
 - make certain there is enough clearance between heat and combustible materials

HAND AND POWER TOOLS

Hand Tools

- Shall be maintained in safe condition.
- Wood handled tools shall be free of splinters and cracks and shall be strong enough to withstand the work required.

Electrically Powered Tools

- Shall be double insulated and properly grounded.
- Check extension cords for breaks and make sure they are three-wire type, grounded and of sufficient wire gauge to handle the load.
- Guards on tools shall not be removed and where not in place shall be repaired before used.
- Check that data tags on the tools are in place and legible

Fuel Powered Tools

- Shall be turned off during refueling, service or maintenance.
- Shall not be used without proper ventilation or respiratory safety.

Abrasive Wheels

- Maintain proper guarding and personal protective equipment.

BASIC SAFETY RULES

Follow instructions. Do not take chances. If you don't know, ask.

Promptly correct or report unsafe conditions to your supervisor. If you are trained in the proper maintenance procedure, correct the situation immediately.

Report all injuries or chemical contacts no matter how slight. Get medical attention promptly. Do not neglect slivers, minor burns, or cuts. Notify your supervisor. Fill out accident form immediately and give to your supervisor.

Use the proper hand tools and equipment for the job, and use them safely. If you do not have the right tool for the job, get or ask for one. Do not proceed without proper equipment.

Use, adjust and repair equipment only when authorized to do so. **Personnel must be properly trained and have supervisor approval to operate, maintain, or repair any equipment.**

Avoid horseplay. Do not distract others. Comply with all safety rules and signs; they are there for a purpose.

Use necessary protective equipment. Wear eye protection, gloves, etc., when required. Do not wear clothing that is unsafe for the job. Do not wear contact lenses when working with chemicals or mechanical grinding equipment, or where there is potential exposure to strong electrical arcs or flashes. You are not permitted at any time to wear watches, rings or other jewelry while operating or servicing machines or equipment with exposed moving parts, or while working with chemicals or live, electrical circuits.

Never immerse hands in chemicals, even when wearing protective gloves.

Safe work practices shall be employed to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed near or on equipment or circuits which are or may be energized.

Review emergency evacuation procedures for immediate evacuation of an area or building in the event of an emergency.

All required guards and interlocks must be in place and functional before operating equipment. Removable barricades must be in place to meet OSHA standards.

MECHANICAL SAFETY

Be alert to your task. Think **BEFORE** you act.

Do not attempt to operate a machine without being sure guards are in place and in good condition.

Ensure that equipment or machinery is physically stable, so that it will not tip or move during its operation.

Before starting any machine, ensure that everyone is clear of any moving parts. Allow adequate clearances to prevent unexpected accidents.

Do not use your hands or a makeshift device to brake or slow down moving machinery.

Do not inspect, clean, repair or clear a jam on any machine or other mechanical equipment unless specifically noted in the operating procedure; or you are properly trained and the primary power is shut off and the control switch is tagged and locked out.

Do not adjust, lubricate or repair machinery while it is in motion.

Use the proper tool for the job. Do not use makeshift tools.

Do not carry unshielded sharp-edged tools in your pocket. Watch out for pinch points and sharp edges.

Do not enter an elevator pit to perform maintenance and repair unless the disconnect is locked out and tagged out.

ELECTRICAL SAFETY

Fire, personal injury or death can result from electrical energies. Only qualified personnel are permitted to work with live electrical circuits. Training in safe work practices is required to qualify for any electrical work assignment. When in doubt, "**Lock it Out.**"

All electrical equipment must be maintained by qualified personnel. Safety covers and safety devices such as interlocks must be restored after servicing.

Applies to work performed on exposed live parts (involving either direct contact or by means of tools or materials) or near enough to them for employees to be exposed to any hazard they present.

All electrical equipment, which has exposed metal parts or covers and which operates at a voltage presenting a shock hazard, must be grounded through a grounding conductor or be UL approved, double insulated. All extension cords shall be connected through an approved ground fault circuit interrupters (GFCI).

Electrical Injuries

The severity of electric shock is determined by the amount of current flow through the victim and the path of that current. Data from authoritative sources indicate that, in general, an alternating current of 100 milliamps at 60 cycles per second may be fatal if it passes through the vital organs. It is estimated that 16 milliamps is the average current at which an individual can still release himself from an object held by the hand. Such current flow may readily be available on contact with ordinary lighting and power circuits. Low voltage alternating current is more dangerous than direct current of the same voltage.

Current flow depends on voltage and resistance. Resistance to current flow is mainly found in the skin surface. Callused or dry skin has a fairly high resistance, but the resistance decreases sharply if the skin is moist or saline. Once the skin resistance is penetrated, the current flows readily through the blood and body tissues.

Employees may not enter spaces containing exposed energized parts unless illumination is provided that enables the employees to work safely.

Protective shields, protective barriers or insulating materials as necessary shall be provided.

Portable ladders shall have non-conductive side rails.

Conductive items of jewelry or clothing shall not be worn unless they are rendered non-conductive by covering, wrapping or other insulating means.

The protection of the skin decreases rapidly as the voltage increases. High voltage alternating current of 60 cycles per second causes violent muscular contractions often so severe that the victim is thrown clear of the circuit. Low voltage results in less severe muscular contractions so that it may be more difficult for the victim to free himself from the circuit.

Death or injury by electric shock may result from the following effects of current on the body:

- Contracting of chest muscles which may interfere with breathing so that death results from asphyxiation if exposure continues too long;
- Temporary paralysis of the nerve center, which may result in failure of respiration, a condition which may continue long after the victim is freed from the circuit;
- Interference with the normal rhythm of the heart causing ventricular fibrillation. Blood circulation ceases and unless resuscitation efforts are made, death ensues. The heart can recover spontaneously from this condition. It has been estimated that 50 milliamps is sufficient to cause ventricular fibrillation;
- Suspension of heart action by muscular contraction from contact with heavy current. In this case, the heart may resume normal rhythm when victim is freed from the circuit;
- Hemorrhages and destruction of tissue, nerves, and muscles from heat due to heavy current along the electrical path through the body.

Usually, the longer the current flows through the body, the more serious the result. Considerable current is likely to flow from high voltage sources and only very short exposure can be tolerated if the victim is to be revived.

Injuries are less severe when the current does not pass through or near nerve centers or vital organs. In most industrial electrical accidents, the current passes from hands to feet and as this path involves the heart and lungs, the results are usually serious.

The lines shall be deenergized and grounded or other protective measures shall be provided before work is started.

Another type of injury is burns from electrical flashes. Such burns are often deep and slow to heal and may involve large areas of the body. Persons a good distance from the flash may experience eye burns.

When an unqualified person is working in an elevated position near overhead lines, the location shall be such that the person and the longest conductive object he or she may contact cannot come closer to any unguarded, energized overhead line than the following distances:

- For voltages to ground 50kV or below - 10 feet (305 cm);
- For voltages to ground over 50kV - 10 feet (305 cm) plus 4 inches (10 cm) for every 10kV over 50kV.

When a qualified person is working in the vicinity of overhead lines, whether in an elevated position or on the ground, the person may not approach or take any conductive object without an approved insulating handle closer to exposed energized parts than shown in Table S5

TABLE S5

Voltage range (phase to phase)	Minimum approach distance
300V and less	Avoid Contact
Over 300V, not over 750V	1 ft. 0 in. (30.5 cm).
Over 750V, not over 2kV	1 ft. 6 in. (46 cm).
Over 2kV, not over 15kV	2 ft. 0 in. (61 cm).
Over 15kV, not over 37kV	3 ft. 0 in. (91 cm).
Over 37kV, not over 87.5kV	3 ft. 6 in. (107 cm).
Over 87.5kV, not over 121kV	4 ft. 0 in. (122 cm).
Over 121kV, not over 140kV	4 ft. 6 in. (137 cm).

Any vehicle or mechanical equipment capable of having parts of its structure elevated near energized overhead lines shall be operated so that a clearance of 10 ft. (305 cm) is maintained. If the voltage is higher than 50kV, the clearance shall be increased 4 in. (10 cm) for every 10kV over that voltage.

When high voltages are involved, flashes of explosive violence may result. This intense arcing is caused by short circuits between bus bars of cables carrying heavy current, failure of knife switches, or their being opened while carrying a heavy load and pulling fuses in energized circuits.

Assured Equipment Grounding Conductor Program

- I. Purpose
The purpose of this program is to ensure the proper installation, maintenance, inspection, and testing of equipment grounding conductors on construction sites in order to minimize injuries due to electrical ground faults.
- II. Application
 - 1. Project Number _____
 - 2. Name of Construction Site _____
 - 3. Location of Construction Site _____
 - 4. Competent Person(s) Designated to implement this program are all mechanics. (As defined in 1926.32(f))
- III. Visual Inspection
All employees will be instructed that all cord sets and any equipment connected by cord or plug will be inspected by the user before each day's use. Inspection will consist of:
 - 1. External defects
 - 2. Deformed or missing ground prongs
 - 3. Insulation damage
 - 4. Indications of internal damage

Equipment found damaged should be tagged and may not be used until repaired.

- IV. Testing
Testing will be done on all extension cords and equipment connected by cord or plugs which is not a part of permanent wiring. Testing will be done at intervals not to exceed 3 month. All cords and equipment will be marked by means of color marking tape on the receptacle, cord set or equipment to identify that is has passed the test and to indicate the date (month or quarter) in accordance with coding scheme as attached.

CODING SCHEME

QUARTER	COLOR
January, February, March	White
April, May, June	Green
July, August, September	Red
October, November, December	Orange
REPAIR	BROWN

D-C Elevator Co., Inc. shall not make available or permit the use by our employees any equipment, which has not met the requirements of the above section.

Tests performed in the above shall be documented. This test record shall identify each receptacle, cord set, and cord and plug connected equipment that passed and shall indicate the last date it was tested or the interval for which it was tested. This record shall be kept by means of inventory sheets, color coding, or other effective means and shall be maintained until replaced by a more current record. Reminders of new quarters and color codes will be on the weekly safety tool talk meeting sheets.

TYPICAL SAFETY CONCERNS

- I. Electrical
 - No GFCI; defective GFCI
 - Temporary wiring bulbs missing/or exposed electrical socket.
 - Defective extension cord or power cord (frayed)
 - Defective plug, open plug
 - Energized panel - no cover/improper cover (cardboard)
 - Bare wires
 - Tool not adequately grounded
 - Power cord - no strain relief
 - Exposed electrical contacts
 - Violation of tag-out/lock-out procedure
- II. Barricade
 - Material in hallway or aisle - no barricades
 - Open trench - no barricades
 - No barricades separating construction/non-construction areas
 - Power actuated tool in use, no signs
 - Unprotected openings on platforms, mezzanines, etc.
- III. Safety Harness-Lifeline
 - Elevated work surface; no safety harness in use/inadequate lifeline/safety net
 - Working on scaffold over 6 feet above floor; no guardrails, no outriggers
- IV. Welding
 - No fire extinguishers for welding
- V. Hard hats
 - No hard hat being worn
- VI. Ladders
 - Defective ladder (cracked, broken), no safety feet
 - Standing on top brace of step ladder
 - Extension ladder not tied off or not extended 3 feet above landing
- VII. Power Actuated Tool
 - No license for power actuated tool
- VIII. Eye Protection
 - No eye protection
- IX. Unsafe Act
 - Standing on unstable object
 - Housekeeping improper
 - Improper handling of material
 - Trip hazard - power cord on floor, on stairs

Everyone's Responsibility

- I. General:
 - Bulletin board for posting safety notices
 - Personal protective equipment requirements met
 - Safety meetings scheduled
- II. Housekeeping, "A Place for Everything and Everything in its Place":
 - Orderly work areas
 - No build-up of waste and trash
 - Scrap lumber will have nails pulled or bent
 - Passageways and walkways clear of obstruction
 - Lighting sufficient for working
 - Oil and grease cleaned up
 - Adequate waste containers provided and used
 - Sanitary facilities adequate and clean
 - Adequate supply of potable water
 - Drinking cups

- III. First Aid:
 - First aid station
 - First aid supplies
 - First aid instruction on the job
 - Telephone numbers and locations of consulting physicians
 - Telephone number and location of nearest hospital or clinic
 - Injuries reported promptly
- IV. Fire Prevention:
 - Fire instructions to personnel
 - Fire extinguishers identified and checked
 - Phone number of fire department posted
 - Hydrants clear, sprinkler heads and fire department connections clear, access to public thoroughfare open
 - Good housekeeping
 - "No smoking" posted and enforced as necessary
- V. Electrical:
 - Adequate wiring, well insulated
 - Fuses provided
 - Fire hazards checked
 - Electrical dangers posted
 - Proper fire extinguishers provided
 - Temporary wiring system and protection
 - Ground fault protection, whenever extension cord is used
- VI. Hand Tools:
 - Proper tool being used as necessary
 - Neat storage, safe carrying
 - Inspection and maintenance
 - Damaged tools tagged, removed from service, repaired or replaced promptly
- VII. Power Tools:
 - Good housekeeping where tools are used
 - Tools and cords in good condition
 - Proper grounding
 - Proper instruction in use
 - All mechanical safeguards in use
 - Tools neatly stored when not in use
 - Right tool being used for the job
 - Wiring properly installed
- VIII. Power Actuated Tools:
 - Local laws and ordinances complied with
 - All operators qualified and licensed
 - Tools and charges protected from unauthorized use
 - Competent instruction and supervision
 - Tools in good working order
 - Tools used only as recommended
 - Safety goggles or face shields
 - Flying hazard checked or removal of personnel from vicinity
- IX. Ladders:
 - Ladders in good condition
 - Properly secured, top and bottom
 - Siderails on fixed ladders extend above top landing
 - Job built ladders constructed of sound materials
 - Rungs not over 12 inches on center
 - Stepladders fully open when in use
 - Metal ladders not used around electrical hazards
 - Proper maintenance and storage
 - Proper safety labels affixed and legible
- X. Scaffolding:
 - Erection under proper supervision
 - All structural members adequate
 - All connections adequate

- Safe tie-in to structure
 - Proper footings provided
 - Passersby protected from falling objects
 - Supports plumb, adequate crossbracing provided
 - Guardrails and toeboards in place
 - Scaffold machines in working order
 - Rope and cables in good condition
 - Inspections at frequent intervals
- XI. Hoists, Cranes and Derricks:
- Inspect cables and sheaves
 - Check slings and chains, hooks and eyes
 - Equipment firmly supported
 - Outriggers used if needed
 - Power lines inactivated, removed or at safe distance
 - Proper loading for capacity at lifting radius
 - All equipment properly lubricated and maintained
 - Signalmen where needed
 - Signals understood and observed
- XII. Equipment Maintenance:
- Planned maintenance and inspection program
 - Adequate equipment records
 - Proper oils, fuels, lubricants used
- XIII. Barricades:
- Floor openings planked over or barricaded
 - Roadways and sidewalks effectively protected
 - Adequate lighting provided
 - Traffic controlled
 - Use red danger barrier tape for NO ENTRY
 - Use yellow caution barrier tape for RESTRICTED ENTRY
- XIV. Handling and Storage of Materials:
- Neat storage area, clear passageways
 - Materials neatly stacked
 - Stacks on firm footings, not too high
 - Loads moved correctly
 - Materials protected from heat and moisture
 - Dust protection adequate
 - Extinguishers and other fire protection
 - Traffic control
- XV. Flammable Gases and Liquids:
- All containers clearly identified
 - Proper storage practices observed
 - Fire hazards checked
 - Proper storage temperatures and protection
 - Proper types and number of extinguishers nearby
 - Carts for moving cylinders
- XVI. Smoking:
- Are **NO SMOKING** signs posted in hazardous areas?
 - Are **NO SMOKING** regulations enforced?
- XVII. Exits:
- Are exits adequately lighted?
- XVIII. Intoxicants:
- Drinking and possession of intoxicants on the job is forbidden. The use of narcotics, unless authorized by a physician and the Project Superintendent is notified, is forbidden. Violation of the above means **immediate dismissal**.

FIRST AID

There shall be trained first aid personnel and first aid equipment on each job. The number of first aiders and the type and amount of equipment necessary will depend on the job factors such as number of employees, nature of the work and location of the job. A small job of short duration will have different requirements than a large job of long duration or a job in a remote location.

CPR and First Aid training courses are offered periodically to refresh training and to maintain the skills that are required.

First aid course content should include, but not necessarily be limited to the following:

- How, when, and where to transport the injured
- How to evaluate the injury and the level of care that is needed, as first aid or hospital emergency room
- Training for a major disaster such as an explosion or tornado
- Basic anatomy and physiology. Make-up of the human body and functions of major body parts
- Vital signs. How to assess the extent of injury by checking temperature, color, condition of skin, blood pressure and pulse
- Bleeding, internal and external. How to evaluate and give emergency care for different types of bleeding
- Shock. What it is; how the body responds; and how to treat
- Neck, back and spinal injuries. How to determine and how to handle without causing further injury
- Emergency illness' such as heart attacks, fainting, epilepsy, and strokes, and how to treat these in an emergency setting
- Broken bones, exposure to cold, burns, poisons, lacerations, foreign bodies and what to do for each type of injury.

A valid certificate in first aid training must be obtained from the U.S. Bureau of Mines, the American Red Cross, or equivalent training that can be verified by documentary evidence.

General Rules

The following rules are applicable to most first aid situations that would be encountered:

- Be calm; size up the situations as completely and quickly as possible before giving first aid;
- Do simplest things consistent with good first aid;
- Take care of the most important conditions first. Severe bleeding, stoppage of breathing and poisoning must be treated immediately before anything else is done;
- Be gentle in handling an injured person. If the injury is serious, keep the person lying down and make him as comfortable as possible. Do not move him unless you know it can be done without making the person worse;
- Be clean in treating a wound. A basic knowledge of bandaging and familiarity with aseptic technique concerning hands, instruments and materials is essential; Activate the Emergency Medical System immediately if the condition is serious.

NOTE: SAMPLE FIRST AID KIT SUPPLIES LIST ON FOLLOWING PAGE.

First aid supplies shall be easily accessible when required.

First aid kits shall consist of appropriate items which will be adequate for the environment in which they are used. For construction operations, items shall be stored in a weather proof container with individual sealed packages of each type of item.

INITIAL INSPECTIONS AND TESTING

Existing conditions should be determined before starting work, by an inspection or a test. Such conditions should include, but not be limited to, energized lines and equipment, condition of poles, and the location of circuits, switches, and equipment, including power and communications lines, CATV, and fire alarm circuits.

Electric equipment and lines should be considered energized until determined to be de-energized by tests or other appropriate methods or means. If in doubt, **Lock out**.

The Jobsite Inspection Record shall be completed daily, before 9:30 a.m. (see sample form-next page). The completed report shall be posted in gang box on job site.

- Be continually alert for unsafe conditions or work practices. Correct them if possible or report them to the supervisor immediately.

- All accidents or injuries should be immediately reported to supervisor. Near misses should be reported because this is an indication that something is wrong.
- Horseplay and practical joking could cause accidents or serious injury and are not allowed.
- Good job site and shop housekeeping shall be maintained. Work materials and tools shall be properly stored to prevent tripping hazards or possible damage to the equipment or material.
- When working at night, spotlights or portable lights for emergency lighting shall be provided, as needed, to perform the work safely.
- When working over or near water, and when danger of drowning exists, suitable protection shall be provided.

Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities shall be provided within the work area.

PERSONAL PROTECTION EQUIPMENT

All employees shall wear hard hats at all times when on the jobsite for repair and construction personnel and when necessary for service personnel. to be protected against injury to the head from falling objects, hitting/bumping objects, burns and electrical shock.

The use of hard hats, safety glasses and other related personal type safety equipment will be worn in compliance with state and federal OSHA regulations.

Steel Toe Safety shoes are required for all workers. Sneakers, sandals or canvas shoes are not permitted.

Eye protection shall be used at all times when potential hazards exist.

Hearing protection shall be used when performing noisy operations.

Respiratory protection equipment will be provided if the environment dictates. Respiratory protection shall not be used unless the employee has completed proper instruction and training.

Body harnesses and lifelines shall be utilized and as prescribed. All safety lines shall be independent of other rigging.

Back support belts will be worn when handling or moving material.

NOTE: Immediate termination could result from failure to follow any of these procedures.

SAFE PRACTICES WHEN USING HAND AND POWER TOOLS

The use of hand and power tools is so widespread and frequent that it is easy to assume all employees know how to use them. It is estimated that 7 to 8% of all workplace injuries are due to accidents with tools. These accidents are usually caused by four unsafe practices, as follows:

1. Improper tool selection. Examples include using a screwdriver for a chisel; using a file for a pry; using a wrench for a hammer; using pliers instead of a wrench.
2. Using tools in poor condition. Examples include wrenches with worn jaws; hammers with loose heads; dull knives or saws; and mushroomed heads on chisels.
3. Using tools incorrectly. Examples include applying screwdriver to objects held in hand; failing to ground electrical tools; and cutting with knife toward body.
4. Storing tools unsafely. Examples include placing tools in toolbox with sharp edge up; Carrying tools in pockets; and leaving tools on high shelves or semi-concealed places as underneath equipment or materials.

Following is a list of safe practices for hand and power tools:

- Use the right tool for the job. Even if it means making an extra trip to the toolbox to get the right one. Do not improvise or make do.
- Keep cutting tools as saws, knives and chisel sharp.
- Keep tools in good repair. Repair or replace cracked or loose handles, out of alignment jaws, mushroomed heads.
- Make sure all hand held electric tools are double insulated, or have frame connected to ground.
- Make sure all extension cords are connected to ground fault circuit interrupters (GFCI).

- Hand held portable electric saws should have guards above and below base plate.
- Electric chain saws, drills, tappers, fastener drivers, and reciprocating saws should have constant pressure switches.
- Keep guards in place.
- Do not use tools with frayed cords or loose or broken switches.
- Maintain work areas free of clutter.
- Dress properly so that loose clothing does not get caught in moving parts.
- Do not surprise or distract persons using power tools.
- Use safety glasses or dust masks or other protective gear when necessary.
- Never carry tools, which may interfere with the use of both hands when climbing or descending on ladders.

RIGGING MATERIAL HANDLING

- Rigging equipment shall be inspected to ensure it is safe. Rigging equipment for material handling shall be inspected prior to use on each shift and as necessary during its use to ensure that it is safe.
- Defective equipment shall not be used and removed from service immediately.
- Rigging equipment shall not be loaded beyond its recommended safe working load. Identification markings, indicating rated capacity for the type(s) of hitch(es) used, the angle upon which it is based, and the number of legs if more than one, shall be permanently affixed to the rigging.
- Rigging equipment not in use shall be removed from the immediate work area so as not to present a hazard to employees.
- Tag lines shall be used unless their use creates an unsafe condition.
- Hooks on overhaul ball assemblies, lower load blocks, or other attachment assemblies shall be of a type that can be closed and locked, eliminating the hook throat opening. Alternatively, an alloy anchor type shackle with a bolt, nut and retaining pin may be used.
- All employees shall be kept clear of loads about to be lifted and of suspended loads.

SAFE PRACTICES WHEN LIFTING

Strains and sprains, particularly to the back, often result when lifting or moving material and equipment. The following rules will be included in training programs and they are a good subject for safety meetings. Following these will help reduce painful and sometimes disabling injuries:

- Size of the load. If too heavy or too awkward, get help
- Determine exactly where you will put the load before starting rather than determining destination in mid-lift
- Push or pull the load, rather than lifting, whenever possible. It is usually safer and easier.
- Make sure footing is solid and not slippery
- Provide support for heavy parts or parts of the load that may shift
- Get close to load instead of reaching for it
- Grip load with whole hand rather than with just fingers
- Stand with feet a comfortable distance apart for good balance. Take as much strain as possible with leg muscles and not with spine. Keep back straight, not necessarily vertical, and bend at knees and hips.
- Avoid false motions, sudden jerks, or pulls
- Shift feet to turn; never twist body
- Take a deep breath before lifting
- When lifting with another, establish timing so both can lift smoothly and in unison

NOTE: Always wear back support belt provided by D-C Elevator Co., Inc. when lifting.

FALL PROTECTION AND PREVENTION

General Requirements

1. Lifelines, safety harnesses and lanyards shall be used only for employee safeguarding. When any of these are actually subjected to in service loading (as distinguished from static load testing), they shall be immediately removed from service and shall not be used again for employee safeguarding.
2. Lifelines shall be secured above point of operation if possible, to an anchorage or structural member capable of supporting a minimum dead weight of 5400 pounds.
3. Lifelines used in areas where the lifeline may be subjected to cutting or abrasion

- shall be wire rope of no less than 3/8" diameter and capable of supporting a minimum of 5400 pounds.
4. All safety harness and lanyard hardware, except rivets, shall be capable of withstanding a tensile loading of 4000 pounds without cracking, breaking, or taking a permanent deformation.

Specific Requirements

Refer to Elevator Industry Field Employees' Safety Handbook (page 52).

Re-training is provided when the following are noted:

- 1) Deficiencies in training.
- 2) Work place changes.
- 3) Fall protection systems or equipment changes that render previous training obsolete.

The fall protection plan is prepared by a qualified person for the specified work site.

Inspection of Equipment

All lifelines, safety harnesses, lanyards and associated hardware shall be inspected after each use for wear and possible damage due to use. Additionally, periodic inspection of lifelines, safety harnesses, lanyards and associated hardware kept in storage shall be completed to ensure they have not been subjected to damage or deterioration due to storage conditions and other factors that may reduce their strength characteristics. An inspection report form shall be maintained on all safety harnesses, lifelines and lanyards and will show the date inspected the condition of the equipment, the serial number for each safety harness.

Use of Safety, Harnesses and Associated Equipment

1. Any employee who will be working outside any secured area, otherwise protected by finished or temporary handrails, or any other working surface or situation where they may be subject to a fall greater than six (6) feet, shall wear and use safety harnesses, lanyards, lifelines and be tied off.
2. At the time of hire each employee shall be made aware of their obligation to wear and use safety harnesses and associated equipment when the work task dictates. This policy will be adhered to strictly. Any employee found not to be using safety harnesses as required will be subject to immediate termination.

Written certification records maintain the following:

- 1) Who was trained, when, dates of training
- 2) Signature of person providing training & date employer determined training was deemed adequate.

FALL PROTECTION AND PREVENTION POLICY

- All employees upon employment shall be instructed as to the Fall Protection Policy, and, they shall be obligated to comply with applicable safety rules and regulations whenever the work task dictates.
- Employees shall be notified where the Fall Protection Policy is to be utilized.
- Employees shall be trained in the proper use of safety harnesses and lifelines.

General Requirements

- All employees working at 6 feet and higher are to have a safety harness on at all times, and, they are to be tied off properly (above the working level when possible).
- Lifelines shall be secured above the point of operation to an anchorage or structural member capable of supporting a minimum dead weight of 5400 pounds.
- All employees working within 6 feet of the unprotected edge or opening of a platform/mezzanine shall be tied off.
- No tie off is required:
 - when openings are protected with temporary rails that will withstand 200 pounds, and have a top rail at 42 inches and a midrail at 21 inches.

- when working beyond 6 feet from an unprotected opening which has been posted and identified as a HAZARDOUS AREA (barrier/danger tape may be used).
- Lifelines, safety harnesses, and lanyards shall be used only for employee safeguarding. Any lifeline, safety harness, or lanyard actually subjected to in service loading, shall be immediately removed from service and shall not be used again for employee safeguarding.
- Safety harnesses and lifelines shall be checked every day prior to use. Any equipment having worn significantly shall be replaced and discarded.

This policy shall be strictly adhered to and any employee found not to be using safety harnesses as required will be subject to immediate termination.

The employer shall provide for prompt rescue of employees in the event of a fall or shall assure the employees are able to rescue themselves.

Per company safety and health policies and procedures, a copy shall be given to each employee for signature and will be placed in his or her personnel file for record.

Employee Name

Social Security #/Identification #

Date

Signature

SAFE PRACTICES WHEN USING SCAFFOLDS

The following safe practices are important for the prevention of accidents and serious injury when working on scaffolds:

1. Before starting work on a scaffold, inspect to determine that:
 - a) Handrails, toeboards, and decking are in place;
 - b) All wheels are locked on movable scaffolds;
 - c) Locking pins are in place at each joint.
2. Wear properly tied off safety belts on any scaffold platform that is 6 feet or more above grade and not equipped with standard handrails, midrails, or complete deck.
3. Do not change or remove scaffold members unless approved by management.
4. Do not ride on a rolling scaffold when it is being moved. Remove or secure all tools and material on the deck before moving.
5. Do not climb on, or work from, any scaffold handrail, midrail, or brace member. Use a ladder to get onto the scaffold.
6. All scaffolds must be erected level and plumb, on a firm base.
7. Scaffolds must be tied off or stabilized with outriggers when the height is more than three times the smaller base dimension. Scaffolds must also be tied off horizontally every 30 feet.
8. All scaffold platforms must be equipped with standard 42-inc h-high handrails, rigidly secured (not wired), standard 21-inch-high midrails, completely decked with safety plank or manufactured scaffold decking, and rigidly secured toeboards on all four sides.
9. Adjusting or leveling screws should not be used on scaffolds equipped with wheels. Adjusting screws should not be extended more than 12 inches of thread.
10. Check for safe working loads on all scaffolds.
11. Rolling scaffolds should be used on level, smooth surfaces, or the wheels must be contained in wooden or channel iron runners. Watch overhead clearance when moving.
12. Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.
13. Do not attach rigging from scaffold handrails, midrails, or braces.
14. Patented metal scaffolding parts and sections made by one manufacturer are not to be interchanged with another manufacturer.

SAFE PRACTICES WHEN USING LADDERS

Improper use and care of ladders may result in accidents and serious injury. Frequent causes of ladder accidents include unsafe climbing and descending; ladder not secured; using a broken ladder; and over reaching from the ladder.

Ladder rungs, cleats, and steps shall be parallel, level, and uniformly spaced, when the ladder is in position for use.

Ladders shall be inspected by a competent person for visible defects on a periodic basis and after any occurrence that could affect their safe use.

Portable and fixed ladders with structural defects, such as, but not limited to, broken or missing rungs, cleats, or steps, broken or split rails, corroded components, or other faulty or defective components, shall either be immediately marked in a manner that readily identifies them as defective, or be tagged with "Do Not Use" or similar language, and shall be withdrawn from service until repaired.

1. When setting up a straight or extension ladder, use the following procedures to avoid injury:
 - a) Brace the base of ladder against a stationary object so it cannot slip. Get help if you need to;
 - b) Grasp the top rung with both hands;
 - c) Raise top end over your head and walk toward the base of the ladder, moving hands to grasp the rungs in the center to maintain stability;
 - d) When the ladder is erect, move it to the desired location and lean it forward against resting point;
 - e) Footing should be firm and level. Precautions should be taken to secure ladder if slippery conditions exist;
 - f) Extension or straight ladders used to reach an elevated platform or roof must extend at least 36 inches above the landing;
 - g) A straight ladder should be placed so there is one foot at the base for every four feet of length to the top support;

- h) When adjusting an extension ladder, be sure the locking device is fully secured and hooked over the rungs before using the ladder.
2. All ladders should be tied, blocked, or otherwise secured to prevent movement. They should not be located in front of doors unless the door is blocked open, locked, or guarded.
 3. Keep rungs and steps of ladders free from grease, oil, paint, snow, ice, mud or other slippery surface.
 4. For a stepladder, be sure it is fully open and spreaders locked before using. Never climb higher than the step below the top of the stepladder. Never walk a stepladder while standing on it.
 5. Both hands must be free when climbing or descending. Materials should be hoisted to the work level. Face ladders when going up or down.
 6. Do not over-reach when on a straight or extension ladder. Move ladder if work is too far. Never stand on the top three rungs of a straight ladder.
 7. Two or more persons should not work on a ladder unless the ladder is specifically designed for this use.
 8. Ladders should never be used for braces, skids, or gangways.
 9. Wood ladders should not be painted except the top of stepladders may be painted to indicate that it is not to be stepped on. Wood ladders should be treated regularly with linseed oil or other preservative or they may be given several coats of spar varnish.
 10. Aluminum or wet wood ladders should not be used near open wiring since they are excellent conductors of electricity.
 11. Be careful not to deface required safety information affixed to ladder.

SAFETY EQUIPMENT

1. Welding, flash, or safety goggles, face shields, or similar eye or face protective equipment shall be worn on any work where there is any possibility whatsoever of injury to your eyes or face. This includes all drilling and cutting of steel and concrete, or working in dusty places. The same applies to welding, cutting, chipping, peening or cleaning welds.
2. Respirators of the proper type must be worn when performing any operation under conditions where the air circulation is not sufficient to prevent the inhaling, to a harmful extent of dust, cement, or toxic fumes.
3. In places where no other form of protection from falling is available, safety harnesses and/or lifelines shall be used, unless in the opinion of the Superintendent, they are impractical or unsafe.
4. Safety hard hats must be worn in or around all places designated by a sign reading "Hard Hat Area" or at any other time a head injury hazard exists. **NO EXCEPTIONS**
5. Safety foot guards must be worn at all work where a hazard to the feet or toes exists.
6. Plastic coated or rubber gloves must be worn when working with caustics, acids, solvents, concrete, and cement. Wristband type gloves only are to be used in handling hot materials.
7. The above equipment, and/or any other type of safety equipment not listed, but necessary for the safe performance of your job, shall be requested.

FIRE PREVENTION AND CONTROL

In review of the severe losses which would result from a fire, it is essential that everyone practice fire prevention and control.

Elements of Fire Prevention:

- Good housekeeping is essential. All areas should be kept clean and neat. Unnecessary materials that will burn such as cardboard, wood, and paper should be kept to a minimum. Spills of gasoline, oil, paint, or flammable solvents should be cleaned up promptly.
- Smoking is limited to designated areas where suitable ashtrays and containers for smoking materials are supplied. Careless disposal of smoking materials has caused many fires.
- Notice exit signs so that you can readily exit the building in an emergency and so that fire department personnel can have ready access to all areas. Do not jeopardize life safety for plant security by locking doors so that people cannot open them from the inside.
- Avoid excessive dust build-up on stock, rafters, or ledges. Clean off dust and regularly lubricate electric motors and machinery to avoid friction and overheated bearings.
- Keep furnace and boiler areas or rooms clean. Keep combustible materials a safe distance from heat-producing equipment.
- Store flammable liquids and gases in strict accordance with local codes. Dispense in approved type safety containers. Post "No Smoking" signs. Locate fire extinguisher properly.

- Carefully monitor activities such as welding and cutting or other heat producing operations not done on a regular basis. Be sure to check area closely after operation is finished so that no potential fire conditions exist. Keep an appropriate type and size fire extinguisher at hand.
- Stock should not be piled to within 18 inches of sprinkler heads and the area around control valves should be kept clear.
- Know what to do in case of fire and how to use fire fighting equipment, etc.
- Fire extinguishers should be placed at or near all fuel using equipment and welders.
- Fire extinguishers should be periodically (weekly) inspected and tagged for good working order. (See sample inspection tag next page)

Training:

Employees will be instructed on the hazards of fighting fire, how to properly operate the fire extinguishers available and what procedures to follow in alerting others to a fire emergency. Training will be provided by the Safety Director.

D-C ELEVATOR COMPANY

Job Site

Crisis Management Plan

The intent of this "Crisis Management Plan" is to establish a clear, well-defined method of response to crisis situations that may occur at the _____ project. Complete preparedness for the event of crisis will enhance the success of our response. Field construction work is inherently dangerous; let's realize that accidents can happen even on a safe job site. A good well executed "Crisis Management Plan" can save a limb, an eye, and maybe a life - maybe your life.

The Crisis Management Plan is part of our safety program. Let's learn it, and be prepared to use it.

METHODS AND PROCEDURES

A. Personal Injury on the Job Site:

1. Evaluate the area at the scene of the injury for danger before entering, i.e., electrical danger, gases, etc.
2. Immediately locate an employee certified in first aid. They frequently can easily be recognized by their hard hat with red cross emblem.
3. Don't leave the injured person unattended. Have a first aid technician or a fellow employee with them all the time while waiting for assistance.
4. Notify _____
(Foreman or Immediate Supervisor) of incident.
5. The first aid technician will evaluate the injured person to determine what action is required.
6. Do not permit gathering of people around the injured person. If necessary, dismiss work until the situation has been resolved.
7. _____ will notify the job site clerk that possible ambulatory service is required. Use walkie-talkies only if absolutely necessary. It is important to have a person designated to call for ambulatory service.

Designated persons are:

-
-
8. If ambulatory service is required, following the procedure below:
 - a. Call for ambulance service and give accurate information, i.e., location, your name, company name, and phone number at job site. Give information on nature of injury. Have ambulance service repeat instruction back to you, and wait for them to hang up first.
 - b. Ask how soon they will be on site.
 - c. Have a person in a vehicle waiting at entrance to lead ambulance to injured person.
 9. Maintain accessibility throughout the job site for emergency vehicles. Most importantly, clear the immediate area around the injured person.
 10. Once ambulance arrives and begins medical care, allow the medical technician to assume total control of the situation.
 11. If it is a subcontractor employee, all communications/interactions are to be conducted with the subcontractor's superintendent or their designated representative.
 12. Call in the following sequence until you reach one of these people: Supervisor, Safety Director or President.
 13. If the media or OSHA arrives to investigate, only the supervisor is to communicate with outside parties. No other person is to speak for the Company.
 14. After the accident response is complete, perform necessary paperwork.
 15. After all job site accidents of significant nature, there will be a meeting of supervisory personnel to discuss and evaluate the accident. There will also be an internal investigation by the Safety Department.

B. Fire/Explosion on Job Site :

1. If significant danger exists, evacuate the area and **STAY CALM!** Notify _____
2. _____
If possible, extinguish the fire with on-site fire equipment.

3. Give accurate information to fire department, i.e., location, name, phone number, and type of fire. Ask how long it will take to get here. Have a person meet them at entrance gate and escort them to the location of the fire.
4. Have one designated spokesperson to communicate with fire department
5. Have one designated person to communicate with outside parties
6. Maintain accessibility throughout job site for fire trucks and emergency vehicles.

C. Severe Weather :

1. In a situation where extreme weather approaches, _____ (Foreman or Supervisor) will evaluate the weather conditions and make a decision on what action is required.
2. If tornado type weather approaches, all project employees shall take shelter
3. For electrical storms, project employees are required to take shelter in the building.
4. Some factors to consider in a windstorm:
 - a. Dangers associated with flying materials and debris. Have your people secure materials.
 - b. Consider temporary structures as needed to prevent collapse or failure of construction work.
 - c. Do not take shelter in areas that are subject to the above dangers.

MOTOR FLEET SAFETY

D-C Elevator Co., Inc. considers the prevention of fleet accidents essential to the well-being of its drivers, company equipment, and the general public.

All drivers are expected to support the program and abide by the rules and procedures that have been established.

Your safety, attitude, performance and road courtesy will reflect the concern, interest, and consciousness of you and our company.

Safety Standards

A daily check of your vehicle is important for your safety. Use the check off list provided to you for your daily check and report any problems with the vehicle promptly.

- Trucks:
 - safety checklist will be ran by company safety director on all trucks.
- Forklifts, Cranes and Backhoes:
 - maintain brakes
 - conventional horn operable
 - audible warning device for backing equipment
 - fire extinguishers present on all equipment
 - periodic checks must be made of safety factors on each piece of equipment

A clean, well-kept vehicle is your responsibility.

An accident should be reported as soon as possible. A packet with forms is kept in the glove compartment for accurate reporting. Check the glove compartment frequently to be sure your "In Case of Accident" packet is available. This packet includes instructions in case of accident, accident report forms, and Decision Driving Tactics booklets.

Complete the accident report form with as many details as possible. Information recorded immediately at the scene of the accident will be valuable in the investigation and determination of the cause.

Safety belts must be worn at all times when in a vehicle. This includes drivers and passengers. Termination could result if you fail to wear safety belts.

ACCIDENT PREVENTION

In order to maintain the safety standards desired by our organization, it is necessary to actively pursue an accident prevention program through all levels of your company. Training in hazard recognition and control is essential to prevent the occurrence of accidents. The following is a summary of the accident prevention program to be maintained by all employees.

Training and Education

A. General

Training and education cannot be over emphasized as a means of learning the safe approach to employee work effort, as well as what to do in case of an accident. Each present employee and all future employees will be furnished information and literature in the form of an employee safety handbook.

All superintendents and job safety directors will receive and keep in his possession, this safety policy. All key employees are encouraged to participate in seminars, lectures, talks, first aid courses, etc., that are provided by state, federal and other agencies in the area of our operations.

The company safety director schedules training sessions and contacts individuals within the organization regarding their attendance. Each employee is encouraged to contact his supervisor or job safety director should there be some training course or seminar that, in his opinion, would be helpful in developing safety awareness. Approval of attendance and other necessary arrangements are made through the company safety director.

B. Safety Meetings

It is imperative that communication be established between all levels of our company. We therefore strongly support safety meetings for all employees in our organization. We believe that the most successful safety meetings are brief and concise gatherings in small groups ("tool box" meetings) to identify a specific safety subject, explain safety rules, discuss necessary precautions and exchange comments. These meetings are precautions and are to be conducted on a weekly basis by the job superintendent, lead mechanic or job safety directors with a report of attendance and topic sheet sent to the safety director. Topics for tool box meetings, along with forms to be turned in to the company safety director, can be obtained from the safety director.

C. Safety Materials

The company safety director is responsible for supplying posters, charts, report forms, booklets and other descriptive material that will help dispense safety information in your work area. All personnel are encouraged to contact the company safety director and request safety material that addresses problems specific to their particular situation.

Occupational Safety and Health Act

The Williams-Steiger Occupational Safety and Health Act was signed into law on December 29, 1970. It provides that every employer engaged in business affecting commerce shall:

- A. Furnish to each employee a place of employment free from recognized hazards that are causing or likely to cause death or serious physical harm.
- B. Comply with Occupational Safety and Health Standards made known under the Act. OSHA thereby extends coverage to all employees not subject to previously existing federal safety acts.
- C. Comply with Occupational Safety and Health Standards and Rules, Regulations and Orders, pursuant to the Act that are applicable to our actions and conduct. Violators of the law and regulations are subject to penalties.

All employees must comply with Occupational Safety and Health Standards and Regulations under the Act which are applicable to their own actions and situation.

Because of this law, in order to maintain safe conditions on our construction projects, each supervisor, lead mechanic, or job safety director must, and each employee should, become familiar with OSHA 29, CFR, Part 1910, General Industry Safety and Health Regulations identified as applicable to construction. (Federal Register, Part VII, Book 2, February 9, 1979.)

The company safety director will provide a copy of these OSHA regulations for construction to all superintendents, and lead mechanics.

Employees may contact their superintendent or job safety director for data and literature that will help them better understand our responsibilities under the Act.

The D-C Elevator Co. Inc., Safety Director is responsible for insuring that:

- The federal, state, OSHA poster, emergency telephone numbers, OSHA Form 200 and other notices required by OSHA are properly posted at the site as required..
- Ambulance and medical service has been arranged for employees at the site. This action should be coordinated with the superintendent/lead mechanic.
- A properly equipped first aid kit is checked weekly and expended items replaced by the onsite superintendent/lead mechanic.

State Operated Compliance Programs

Certain states are now operating under approved state plans for Occupational Safety and Health, rather than the Federal OSHA program. These states may have adopted the existing Federal OSHA Standards and Procedures or may have developed their own. Where this firm is subject to Federal Occupational Safety and Health Plans, our safety policy and program will be based on state requirements. It is the responsibility of the safety director to verify which OSHA regulations, federal or state, apply to this company's operations.

Records

It is company policy, as well as federal law, that certain records associated with accidents experienced on jobs be kept up-to-date and retained for a period of five (5) years. The purpose of this record keeping requirement is to identify recurring accidents of similar nature, thereby allowing for the development of corrective action eliminating their possible causes. The following is a summary of the record requirements:

- A. Accident investigation and reporting procedures are developed by the company safety director. An accident report on appropriate forms supplied by the safety director, must be prepared 24 hours after each reportable incident. Reportable incidents consist of fatalities, lost work days cases or non-fatal cases without lost work days but requiring first aid treatment. These reports are to be transmitted to the safety director so they can be sent to the proper authorities.
- B. Depending on the hazard, there may be federal/state requirements for maintaining records of exposure to hazardous/toxic materials. Check with company safety director for requirements.
- C. Maintain the OSHA 106 of all reportable occupational injuries and illnesses for each job location. This involves posting the information from the initial accident report on a master log (OSHA Form 200) within six (6) work days after the accident occurred.

This form must be kept available for OSHA Compliance Safety and Health office review. See OSHA Regulations 29 CFR, Part 1904, "Recording and Reporting Occupational Injuries and Illnesses".

Safety Inspections

D-C Elevator Co., Inc., has a definite policy and procedure for conducting inspections of safety conditions at jobsites as outlined below:

- A. Each jobsite will have an unannounced inspection each month. If any safety violations are found, the superintendent/lead mechanic will have one (1) week to correct and another inspection will be made.
NOTE: SERIOUS VIOLATIONS WILL REQUIRE ALL WORK TO BE STOPPED UNTIL CORRECTIONS ARE MADE.
- B. If while making an inspection, employees are found breaking the rules of the Safety Policy, they will be given a verbal warning at that time. If the same rule is broken again, they will be given a written warning and sent home without pay. If the rule is broken a third time, they will be dismissed immediately.
- C. If, at the discretion of the company safety director or the jobsite director, an employee commits an act that is obviously against company safety policy, the employee will be terminated immediately.

OSHA Inspections

Should OSHA come on to a jobsite for an inspection, the superintendent/lead mechanic should immediately contact the Safety Director or Supervisor. He should discuss his jobsite conditions with them and then let them speak to the inspector so that they may set up an appointment. accompany OSHA officer throughout his inspection.

If for some reason the superintendent or safety director knows of major violations being broken, they should ask the OSHA office to come back or obtain a warrant.

ACCIDENT INVESTIGATION

After an accident, the first step is to obtain medical attention for the injured and contact the Safety Director or your Supervisor. The Safety Director or the supervisor will be dispatched immediately to investigate any lost time accidents. Then the investigation should begin as soon as possible to get the story, find all the causes, and determine corrective action to prevent recurrence.

It should be standard procedure to report all accidents right away. It is important to start the investigation as soon as possible so that details are fresh in the minds of those involved in the accident or those who may have witnessed it.

The person who investigates the accident must be thoroughly familiar with operations, materials, equipment, and the people involved. The foreman in charge is usually in the best position to do this and he may need assistance from the safety director.

It should be understood that accidents are investigated to determine causes and to seek out and institute methods for preventing similar accidents from happening again. The purpose is not to find fault or fix blame.

A written accident investigation report is necessary. The report forms a basis for the clerical staff to complete forms required by the insurance company and/or for OSHA Form 101, Supplemental Record of Occupational Injuries & Illnesses. The investigation report is also important for the historical accident file for future reviews and analyses.

The accident investigator will determine the accident sequence, cause-accident-injury. He is, of course, interested in the type and extent of the injury, but that is not his major concern in the investigation. The injury is more a consideration of the physician. The investigator is primarily interested in accident cause and corrective action, but to get at these, he must get the whole story.

The accident description must include the action word or phrase such as struck by or struck against, caught between, falls, and others. The accident description need not be wordy, but must include key factors. For example: employee was walking to toolbox, tripped over plank on floor and fell.

Accident causes are unsafe acts of people and unsafe physical conditions that exist. Acts of God, such as lightning or earthquake cause very few industrial accidents and are not of major concern to the industrial accident investigator.

Unsafe acts of people cause most work accidents. Examples of unsafe acts include removing guards from machines, using defective equipment, lifting incorrectly, or lifting too heavy a load, horseplay and many more.

Unsafe conditions usually cause fewer accidents than unsafe acts, but unsafe conditions tend to cause accidents that result in more severe injuries. Examples of unsafe conditions include unguarded machine, slippery floor, insufficient lighting, insufficient ventilation, and others.

The investigator may find more than one cause. He must sort out and identify the one or several that in his considered opinion are the most important contributing causes and then determine the reason behind the existence of the cause.

Many unsafe conditions can be fixed right away by the foreman. For example, a wet slippery spot on the floor can be cleaned up, or an obstruction can be removed so that people do not fall over it. Some conditions may be beyond the authority of the foreman and these must be reported to higher management for correction. For example, a defective conduit bender may have to be replaced or sent out for extensive repair and these arrangements are the responsibility of higher management. On a construction job, the

material hoist is usually under the control of the general contractor for corrective action. For effective corrective action, the crew foreman should fix the unsafe conditions that he can and report to others for those conditions beyond his authority to fix. Written reports to higher management or to the general contractor are usually more effective than verbal reports.

The correction for unsafe acts is more difficult than for unsafe conditions. The crew foreman should know his people best, their strengths and weaknesses, and the numerous factors of the complex human being.

In order to correct unsafe practices, the investigator must identify the reason for the practice. For people who lack knowledge or skill, the corrective action is instruction and training. This is an important part of the foreman's job as safety training and retraining is a continuing activity even with an experienced crew. Emphasis and constant reminders through toolbox meetings and one-on-one contacts are effective ways to accomplish this necessary activity.

Some people may commit unsafe practices because they don't care; they have an improper work attitude. This is a difficult problem, but can be addressed by effective management. The principles of good leadership such as: setting a good example, treating people fairly, letting people know what is expected from them and similar other positive things to do will get most of the "don't care" people back into line. Rewards for good performance can pay off. Sometimes, however, the exercise of penalties within the appropriate guidelines may be required to get required results.

The corrective action for people with physical-mental-emotional handicaps is proper placement. People should be assigned to jobs that they can do or be taught to do. Employee selection and training are important considerations in getting adequate job performance.

IN SUMMARY

- As soon as possible after an accident, the safety director should get the story, find all the causes, and take suitable corrective action to prevent recurrence.
- Accident causes are unsafe acts and unsafe conditions.
- Unsafe conditions should be fixed or reported to management.
- Unsafe practices are brought about by lack of knowledge or skill, improper work attitudes, or physical, mental, or emotional handicaps.
- The supervisory tools to handle unsafe practices are instruction, leadership, and placement.

DRUG TESTING POLICY

In the interest of employee safety and due to the hazardous nature of our work the following policy is established.

- All employees and corporate officers, present and future, will be tested.
- Annual tests will be performed randomly on all employees and corporate officers.
- If an employee feels the urine analysis drug test is incorrect, the company will pay for the employee to have a gas chromatography/mass spectrometry test performed.
- If drug use is detected, employment will not be terminated **IF** drug therapy and rehabilitation is acquired by the employee with an organization approved by the corporation and frequent random drug testing is agreed to. All costs for the therapy and future testing will be borne by the employee, not by the corporation.

Failure to follow the recommendation of the drug rehabilitation organization will result in your dismissal.

- If, after therapy, drug use is detected, the employee will be terminated.

In order for D-C Elevator Co. Inc. to comply with the Indiana Executive Order #90-5, to be considered for contracts with the State of Indiana, we issue the following statement:

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in any D-C Elevator Co. Inc. work place and any employee violating such prohibition could be dismissed. As a condition of continued employment the employee will:

- 1. Abide by the terms of the above statement and**
- 2. Notify the employee of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction.**

EMPLOYEE COUNSELING POLICY

When an employee commits an offense against the company's rules and regulations, the supervisor, lead mechanic or Human Resources Manager will take the individual to the side and explain privately that this action is intolerable and that it is expected that the employee will not commit the violation again. Further, the supervisor is to document this reprimand in writing and have the employee sign the warning slip. This slip is to be forwarded to the main office so that it may be inserted in the employee's employment file. Additionally, the supervisor, lead mechanic or Human Resources Manager will explain to the employee that this is the first of three warnings, the third of which will result in dismissal. It should be made clear to the employee that, should he continue his misconduct, his job will be in jeopardy. The supervisor may have accumulated several different types of warnings to a certain employee, e.g., loafing, neglect of safety rules, tardiness, absenteeism, low level of production, etc. This is one purpose of the warning slip; an accumulation of slips adds up to an undesirable employee. An accumulation of three warnings shall be grounds for dismissal.

NOTE: AN EMPLOYEE CAN BE DISMISSED AT ANY TIME WITHOUT CAUSE IN ACCORDANCE WITH THE APPLICABLE FEDERAL AND STATE LAWS.

Employee Warning Notice

Employee Name: _____
Employee / Payroll Number: _____

Date of Warning: _____

TYPE OF VIOLATION

- () Attendance
 () Lateness/Early Quit
 () Rudeness to Employees/Customers
 () Unsatisfactory Work Quality
 () Carelessness
 () Failure to Follow Instructions
 () Willful Damage to Material/Equipment
 () Violation of Company Policies or Procedures
 () Insubordination
 () Violation of Safety Rules
 () Working on Personal Matters
 () Other: _____

SPECIFIC INCIDENT

PREVIOUS WARNINGS

(Oral / Written, Date, & By Whom)

1st Warning: _____

2nd Warning: _____

3rd Warning: _____

EMPLOYER STATEMENT

Date of Incident: _____

Time: _____

Action to be taken:

- () Warning
 () Suspension---Period: _____
 () Probation---Period: _____
 () Dismissal
 () Consequence should incident reoccur: _____

Employee Statement

- () I Agree with Employer's statement.
 () I Disagree with Employer 's description of violation.

The reasons are: _____

Employee Signature: _____

Date: _____

I have read this Employee Warning Notice and understand it.

Signature of Employee: _____

Date: _____

Signature of Issuing Supervisor: _____

Date: _____



D-C Elevator Company, Inc.
Maintenance Control Program
Electric, Hydraulic, Dumbwaiter Devices

DC **Elevator** **Maintenance Control Program** **(MCP)**

Electric, Hydraulic, Dumbwaiter **Devices**

A Plan and Procedure Document to Maintain **Equipment in Compliance with 8.6**



The MCP Log Book Template/Model and Guidelines have been developed by and are Copyright of the Canadian Elevator Contractors Association (CECA) and its MCP Task Group. The documents are available at www.ceca_acea.org and are downloadable free of charge to CECA Members subject to their acceptance of CECA's *Terms Conditions and Limitations of Use* attached hereto as **Appendix A**.

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Purpose, Safety Message and Other Notes

1 Purpose

This Maintenance Control Program (MCP) Document shall be constructed with the intent to provide service personnel with the required information to maintain, adjust, repair or replace any component of the prescribed elevator system for which it has been designed. It shall include but not limited to safety procedures to guide the service personnel in performing these tasks such as shutdowns, lockout, securing equipment or counterbalancing.

This document is to be maintained on the physical site of the elevating device for which it has been constructed and shall be made available to registered service personnel, Authorities Having Jurisdiction, Owners and their representatives.

The MCP Document is to include information specific to all components of the elevating system including maintenance and cleaning procedures, troubleshooting procedures, repair and replacement procedures and information pertaining to A17.1/ B44 Code and Code Adoption Document (CAD) required parameters and frequencies.

When constructing this document all attempts shall be made to legally obtain Original Equipment Manufacturer (OEM) maintenance and service manuals. Where OEM manuals are unavailable the constructor of this MCP Document shall include its own best practices procedures based on past history and experiences. These shall be documented and included as part of this MCP.

2 Safety Message

The intent of the Maintenance Control Program is to provide Owners and service personnel with information to keep elevating equipment reliable and prescribe maintenance and repair procedures that will maximize the safety for service and maintenance mechanics and the traveling public, when interacting with the device.

With ever changing technology involving newer elevating devices and thousands of older elevating devices still in existence it has become increasingly difficult for service personnel to keep up with all the different types of equipment, technology and corresponding code requirements. This document is intended to provide elevating device mechanics with specific information about the elevating device equipment, while continuously being revised to ensure all information enclosed is current. The MCP document acts as a device to ensure elevating device mechanics have pertinent information to perform tasks safely, effectively and most importantly correctly to keep all concerned as safe as possible.

3 Appendix A: Disclaimer

By downloading from CECA's website any or all of CECA's MCP Guidelines and Procedures I acknowledge, understand and accept the Terms, Conditions and Limitations set out below regarding CECA's Notice and Disclaimer of Liability Concerning its MCP Guidelines and Procedures for Elevators (Hydraulic and Electric) and for Escalators, Moving Walks and Dumbwaiters.



Template for Maintenance Program Task

Task Name	Template Task Requirement Number and Name	Scope:	E, H, D
Notes	Special instruction		
1	Program Procedures		
1.1	Procedure and sub-requirements		
2	Frequency		
2.1	Recommended or mandated frequency of the task		
3	A17.2 or Other Reference Requirements		
3.1	Relevant publications available to elevator personnel and AHJ's to evaluate requirements		

Template for Category Testing

Test	CAT X- 8.6.X Test Name	Scope:	E, H, D
Notes	Special instruction		
1	Test Procedure		
1.1	See Item XX in A17.2, or script testing requirements		

5 MCP Updates

A17.1/B44 requirement 8.6.1.2.1(b) requires that the MCP document shall be updated accordingly where a maintenance task or procedure has been updated, or examinations or tests have been updated or revised to the extent that the MCP is reflective of the equipment at the specified location.

6 Instructions for Locating a Remote ONSITE MCP:

8.6.1.2.1(d) where the MCP is maintained remotely from the machine room, machinery space, control room, or control space (see 8.11.1.8) instructions for on-site locating or viewing the MCP either in hard copy or in electronic format shall be posted on the controller or at the means necessary for test (see 2.7.6.4). The instructions shall be permanently legible with characters a minimum of 3mm (0.125in) in height.

INSTRUCTION FOR LOCATING THE MAINTENANCE CONTROL PROGRAM
<p>The Maintenance Control Program for this elevating device, as required by A17.1/B44 Section 8.6 is being maintained in a REMOTE ON SITE LOCATION. The MCP for this device can be found ON SITE at</p> <p>Specify location:</p> <hr style="border: 1px solid black;"/>



from normal operation. Such devices shall be restored to their normal operating condition in conformity with the applicable requirements prior to returning the equipment to service (see 2.26.7 and 8.6.1.6).

11 Repairs

Repairs shall be made with parts of at least equivalent material, strength, and design (see A17.1/B44 section 8.6.3.1). Replacements shall be made with parts of at least equivalent material, strength, and design. A record of Repairs and/or replacements shall be recorded and kept on site for the following repair / replacement activities:

- (1) Repairs (8.6.2.1- 8.6.2.5) including repairs of components and devices listed in 8.6.4, 8.6.5, 8.6.6, 8.6.7, 8.6.8, 8.6.9, and 8.6.10.
- (2) Replacements (8.6.3.1 - 8.6.3.11 except 8.6.3.7 and 8.6.3.10) including replacements of components and devices listed in 8.6.4, 8.6.5, 8.6.6, 8.6.7, 8.6.8, 8.6.9, and 8.6.10.

12 Procedures not prescribed in A17.2

- 12.1 Unique procedures for the maintenance, inspection and test of; SIL rated devices, unique equipment, and conformance to Code Compliance Documents obtained for an A17.7 certificate shall be provided in the MCP as required.



1.3	Verify that hall and car doors cannot be separated
(a)	Facing open door, obstruct the landing door at the middle third of travel.
(b)	Ensure separation does not occur.
2	Frequency
2.1	Mandated interval not exceeding 6 months
3	A17.2 or Other Reference Requirements
3.1	Refer to web posted TSSA Inspection Guideline - Door Separation Procedure

Task Name	8.6.4.13.2 Kinetic Energy and Force Limitation for Automatic Closing, Horizontal Sliding Car and Hoistway Doors or Gates	Scope:	E, H
Notes			
1	Program Procedures		
1.1	Kinetic Energy: Verify that the closing time in the code zone is not less than the minimum closing time shown on the door operator data plate (normal speed and reduced speed as applicable). Note: Where on-site information is not available, refer to web posted TSSA Inspection Guideline, Closing Time for Horizontal sliding doors		
1.2	Door Force: Verify that the closing force does not exceed 30lbf (133 N). Follow the test procedure in A17.2.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Section: 1.8.2 (Kinetic Energy).		
3.2	Section: 1.8.1 (Force Limitation).		
3.3	Refer to Web posted TSSA Inspection Guideline - Closing Time for Horizontal sliding doors		

Task Name	8.6.4.15 Car Emergency System (Lighting)	Scope:	E, H
Notes			
1	Program Procedures		
1.1	Examine lighting to ensure that they are securely fastened;		
1.2	Verify that fixtures and bulbs are guarded;		
1.3	Verify that at least two lamps are provided;		
1.4	Verify that lighting supplied by batteries is operational;		
1.5	Verify that emergency lighting is operational as installed.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 1.5.1(b). Car Lighting and Receptacles		

Task Name	8.6.4.15 Car Emergency System (Ventilation)	Scope:	E, H
Notes			
1	Program Procedures		
1.1	If installed, verify that mechanical ventilation is properly guarded and adequately supported and is in operating condition;		
1.2	Check that natural ventilation is open and functioning;		
1.3	For observation cars exposed to direct sunlight that are provided with forced air ventilation, verify proper operation.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 1.14.1. Ventilation		

Task Name	8.6.4.15 Emergency System (Signalling and Communication Devices)	Scope:	E, H
Notes	Emergency operation of signalling devices (See 2.27.1.1.2 and 2.27.1.2 of A17.1/B44 – 2010).		
1	Program Procedures		



Part 2 - Machine Room Maintenance Procedures

Task Name	8.6.1.6.3 Controllers wiring and wiring diagrams	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Clean controllers and drive cooling fan (do not blow out dust);		
1.2	Temporary wiring and insulators or blocks in the armatures or poles of magnetically operated switches, contactors, or relays on equipment in service is prohibited .		
1.3	Check elevator operation including acceleration, deceleration, and stop;		
1.4	Check and tighten all screws in controller and terminal blocks;		
1.5	Check fuses and fuse rating (fuses replaced with wire are not permitted);		
1.6	Jumpers shall not be stored in the machine room or control spaces. See Elevator Industry Field Employees' Safety Handbook, section 6;		
1.7	Check for up-to-date wiring diagrams;		
1.8	Check mechanical interlock of the main contractors, where applicable.		
1.9	Substitution of any wire or current-carrying device for the correct fuse or circuit breaker in an elevator circuit is not permitted .		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.10 Number of Elevators, Machines, Controllers, Disconnects		
3.2	Item: 2.12.1.1. Controller Wiring, Fuses, Grounding		
3.3	Item: 2.12.1.2 Hydraulic		
3.4	Elevator Industry Field Employees' Safety Handbook, section 6;		

Task Name	8.6.4.6 Brakes	Scope:	E, D
Notes			
1	Program Procedures		
1.1	Run the car Up and Down and check the operation of the brake;		
1.2	Inspect the following items (including proper lubrication or free operation): residual pads, linings and lift (ie running clearance), pins and levers, springs, sleeves and guide bushings, disc and/or drum, brake coil and plunger;		
1.3	Before returning the elevator to service, if any part of the driving machine brake is changed or adjusted that can affect the holding capacity, verify proper brake function and holding capacity.		
2	Frequency		
2.1	Mandated interval not exceeding 12 months.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.17. Drive Machine Brake		

Task Name	8.6.4.8 Machinery spaces, machine rooms, control spaces and control rooms	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Floor shall be kept free of water, dirt, rubbish, oil and grease;		
1.2	Flammable liquids having flash point of less than 44 degree C shall not be kept in machine room;		
1.3	Machinery spaces and control spaces shall not be used for storage purposes.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.5 Housekeeping.		
3.2	Item: 2.4.1 (b)		
3.3	Item: 2.4.3.1		



Task Name	8.6.5.4 Tank level (ON – Oil Loss Monitoring Program)	Scope:	H
Notes	<i>Ontario Contractors see Code Adoption Document (CAD), CAD 8.6.5.4. and CAD 2.9 Hydraulic Elevating Device Oil Loss Monitoring Program</i>		
1	Program Procedures		
1.1	In Ontario, see contractor developed Oil Loss Monitoring Program per CAD 2.9		
1.2	The level of oil in the oil tanks shall be checked and where necessary, adjusted to comply with the prescribed minimum and maximum level.		
2	Frequency		
2.1	Recommended every month.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.39. Low Oil Protection		

Task Name	8.6.5.7 Record of Oil Usage	Scope:	H
Notes	<i>Ontario Contractors see Code Adoption Document 8.6.5.7.</i>		
1	Program Procedures		
1.1	Where all or part of a cylinder is not exposed for visible examination, a written record shall be kept of the quantity of hydraulic fluid added to the system and emptied from the leakage collection container and pan;		
1.2	A written record shall be kept in the machine room;		
1.3	When the quantity of hydraulic fluid loss cannot be accounted for, perform the test specified in:		
(a)	8.6.5.14.1. Relief valve setting and system pressure category (1).		
(b)	8.6.5.14.2. Hydraulic cylinder and pressure piping category (1).		
2	Frequency		
2.1	Recommended interval not exceeding one month.		
2.2	Mandated interval for single bottom cylinders not to exceed on month.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.36 Hydraulic Cylinders		
3.2	Item: 2.40.1.1. Maintenance Records		

Task Name	8.6.5.9 Relief valve setting	Scope:	H
Notes			
1	Program Procedures		
1.1	The relief valve adjustment shall be examined to ensure that the seal is intact. If the relief valve seal is not intact testing is required in accordance with 8.6.5.14.1		
2	Frequency		
2.1	Recommended not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.31.1 Relief Valves		
3.2	Item: 2.31.3		

Task Name	8.6.5.12 Anti-creep and Low Oil Protection	Scope:	H
Notes			
1	Program Procedures		
1.1	Verify anticreep function.		
1.2	Verify Low oil protection function;		
2	Frequency		
2.1	Recommended interval not exceeding 12 months.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.39 for low oil protection.		
3.2	Item: 3.7 Car Leveling and Anticreep Devices.		



Task Name	8.6.4.7 Cleaning of Hoistways	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Hoistways and pits shall be kept free of dirt, rubbish and shall not be used for storage purposes of any nature. Water and oils shall not be allowed to accumulate on pit floors and pit access doors shall be kept closed and locked;		
1.2	Pit access doors shall be kept closed and locked;		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.5. Housekeeping		
3.2	Item: 1.12(j)		

Task Name	8.6.4.9 Cleaning of Car Top	Scope:	E, H, D
Notes	The tops of cars shall be kept free of oil, water, dirt, and rubbish, and shall not be used for storing lubricants, spare parts, tools, or other items.		
1	Program Procedures		
1.1	Clean the car top or verify cleanliness in accordance with 8.6.4.9.		
2	Frequency		
2.1	Recommend interval not exceeding 6 months or as conditions apply.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 2.5.1. Housekeeping		

Task Name	8.6.4.13.1(a) Hoistway Door Interlocks or Mechanical Locks and Electric Contacts	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Check components for wear and alignment;		
1.2	Check for positive locking action before the contact is made;		
1.3	Verify that manually opening the interlock stops the elevator.		
2	Frequency		
2.1	Mandated interval not exceeding 6 months.		
2.2	MAC Interlocks are to be serviced as per manufacturers' instructions		
3	A17.2 or Other Reference Requirements		
3.1	Item: 3.17.1. Door and Gate Equipment		
3.2	Item: 4.2		
3.3	Item: 4.4		

Task Name	8.6.4.13.1(b) Car Door Electric Contacts or Car Door Interlocks	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Check components for wear and alignment;		
1.2	Check for positive locking action before the contact is made (where required);		
1.3	Verify that manually opening the interlock or contact stops the elevator.		
2	Frequency		
2.1	Mandated interval not exceeding 6 months.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 3.17.1. Door and Gate Equipment		

Task Name	8.6.4.13.1(f) Hangers, tracks, door rollers, up-thrusts and door safety retainers	Scope:	E, H, D
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1	Program Procedures
1.1	Prove, verify and examine for safe and proper operation;
1.2	Determine that the locking member is in a position to lock the door when or before the gate contact is made;
1.3	When outside of the door zone, ensure that the car and hall doors cannot be opened more than 100mm.
2	Frequency
2.1	Mandated interval not exceeding 6 months
3	A17.2 or Other Reference Requirements
3.1	Item: 3.17.1(c). Door and Gate Equipment also Item 1.18 Restricted Opening of Car or Hoistway Doors
3.2	Item: 1.18

Task Name	8.6.4.10 Refastening or Resocketing of Drum Machines.	Scope:	E, D
Notes			
1	Program Procedures		
1.1	Refasten the car fastening onto new rope as per refastening procedure - see device specific procedure.		
1.2	Inspect the counterweight fastening for fatigue or damage at the socket (if applicable);		
1.3	Install or update the refastening data tag.		
2	Frequency		
2.1	Mandated interval: Never for 2:1 roping		
2.2	Mandated interval: Not exceeding 12 months for overhead machines.		
2.3	Mandated interval: Not exceeding 24 months for side mounted or basement machines.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 3.22.1.2. Wire Rope Fastening and Hitch Plate		
3.2	Item: 2.20		



Part 5 - Pit Maintenance Procedures

Task Name	8.6.4.4 Oil Buffers	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Maintain oil level with the proper grade of oil;		
1.2	Keep plungers clean and not painted.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months (Note: this is not the Category 5 Oil Buffer test).		
3	A17.2 or Other Reference Requirements		
3.1	Item: 5.9. Buffer and Emergency Terminal Speed Limiting Devices		
3.2	Item: 5.12. Car Buffer		

Task Name	8.6.4.5 Safety Mechanisms	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Safety mechanism shall be kept lubricated and free of rust, corrosion and dust that can interfere with the operation of the safety;		
1.2	Following a test of the car safety mechanism a visual inspection must be carried out to ensure the safety mechanism has not been changed during testing and that all moving parts have been returned to their natural position and the necessary clearances between the safety jaws and the car guide rails are maintained.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 5.8.1.1. Car and Cwt Safeties and Guiding Members		
3.2	Item: 2.29 Car and Counterweight Safeties		

Task Name	8.6.4.7 Cleaning of Pits	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Check for cleanliness;		
1.2	Check for accumulation of oil or water;		
1.3	Check for overflow of rail lubricant pans.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months.		
3	A17.2 or Other Reference Requirements		
3.1	Item: 5.1.1. Pit Access, Lighting, Stop Switch, and Condition		

Task Name	8.6.4.18 Compensation Sheaves and switches	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Verify that the compensation sheave is not nearing the upper or lower limit of travel;		
1.2	Check that the compensation sheave switches do not actuate during normal operation.		
2	Frequency		
2.1	Recommended interval not exceeding 12 months		
3	A17.2 or Other Reference Requirements		
3.1	Item: 5.10. Compensating Chain, Ropes, and Sheaves		

Task Name	8.6.5.5 Gland Packings and Seals	Scope:	H
Notes	8.6.5.6 Flexible Hose and Fittings		
1	Program Procedures		



Part 11 – Machine-Room Less (MRL) Maintenance Procedures

Task Name	8.6.4.XX Maintenance Task Name	Scope:	E, H, D
Notes	This section may be used to gather MRL specific test maintenance requirements to align with Part 11 of A17.2		
1	Program Procedures		
1.1			
1.2			
2	Frequency		
2.1			
3	A17.2 or Other Reference Requirements		
3.1			



Notes	The two-way communications means shall be checked annually by authorized personnel
1	Program Procedures
1.1	Verify two way communication is established
1.2	Verify the visual signal indicator is functioning to indicate help is on the way (for B44-02)
1.3	Verify the answering personnel can identify the building location and the elevator number (for B44-02)
1.4	If provided, verify that two way communications into the car is functioning
2	Frequency
2.1	Annually
3	A17.2 or Other Reference Requirements
3.1	See 8.6.11.2 in A17.1/B44

Task Name	8.6.11.3 Access Keys	Scope:	E, H, D
Notes			
1	Program Procedures		
1.1	Check to ensure keys required for access, operation, inspection, maintenance, repair, and emergency access shall be made available only to personnel in the assigned security level, in accordance with 8.1 of A17.1/B44-2010.		
1.2	Key(s) used to access or operate elevator, escalator, moving walk, dumbwaiter, and material lift equipment shall conform to the following:		
(a)	Keys used to open any other lock in the building shall not access or operate the devices classified as Security Group 1, 2, 3, or 4;		
(b)	The same key shall be permitted to access or operate all of the devices within only one assigned group (see 8.1.2, 8.1.3, 8.1.4, or 8.1.5), and not those in any other group except as indicated in 8.1.1(c);		
(c)	The keys for Group 1 devices shall also be permitted to operate Group 2, 3, and 4 devices. The keys for Group 2 devices shall be permitted to operate Group 3 and 4 devices;		
(d)	Keys shall be kept on the premises in a location readily accessible to the personnel in the assigned group, but not where they are accessible to the general public;		
(e)	Elevator personnel shall have access to all assigned groups:		
1.3	8.1.2 Group 1: Restricted		
1.3.1	Group 1 covers access or operation of equipment restricted to elevator personnel, except as noted. NOTE: See the following:		
(a)	Requirement 2.2.4.4(e), pit access doors;		
(b)	Requirement 2.7.3.4.6, access openings in machinery space floor, etc.;		
(c)	Requirement 2.7.3.4.7(c), hoistway access doors;		
(d)	Requirement 2.7.5.1.4, equipment access panels;		
(e)	Requirement 2.7.6.3.2(b), motor controller cabinet door(s) or panel(s);		
(f)	Requirement 2.7.6.4.3(b), access to the means to move the car from outside the hoistway;		
(g)	Requirement 2.7.6.4.3(d), access to removable means to move the car from outside the hoistway;		
(h)	Requirement 2.7.6.5.2(b), inspection and test panel enclosure;		
(i)	Requirement 3.19.4.4, access to a manual lowering valve;		
(j)	Requirement 3.19.4.5, access to pressure gauge fittings;		
(k)	Requirement 2.11.1.2(h), emergency access doors (shall also be made available to emergency personnel during an emergency);		
(l)	Requirement 2.12.6.2.4, hoistway door unlocking device (shall also be made available to emergency personnel during an emergency);		
(m)	Requirement 2.12.7.2.2, hoistway access switch;		
(n)	Requirement 2.12.7.3.3, hoistway access enabling switch or its locked cover;		
(o)	Requirement 2.26.1.4.3(b), in-car inspection operation transfer switch;		
(p)	Requirement 2.26.2.21, in-car stop switch or its locked cover;		
(q)	Requirement 4.2.5.2, screw machine controllers located away from hoistway, machine room, or machinery space;		



Task Name	8.6.11.5 Emergency Evacuation Procedures for Elevators	Scope:	E, H
Notes	This document covers passenger rescue by trained and qualified Elevator Field Employees		
1	Program Procedures		
1.1	The mechanic telephones the building representative and:		
	(a)	Confirms the location of the car and that there are passenger(s) trapped in the car;	
	(b)	Instructs the building representative to contact them if there is any change in the status of the entrapment;	
	(c)	Provides a realistic time of arrival;	
	(d)	Requests that someone greets the mechanic at the front door with the necessary keys on hand to show the mechanic to the problem car.	
1.2	Mechanics Assessment of the Site		
	(a)	Open one of the lower landings on the malfunctioning elevator (that has lunar key access) to estimate the location of the car. Complete a visual check of the pit equipment from the landing. Understand the hall interlock arrangement and test your ability to pick the lock, should you need it at the landing where the car has stopped;	
	(b)	Access the hoist way landing door above where the car has stopped;	
	(c)	If necessary, calm the trapped passenger(s) and determine if a medical condition exists;	
	(d)	If the mechanic determines that passenger(s) are seriously injured, call 911. If an incident or injury occurs in connection with an elevating device, immediately notify your supervisor/ manager and the TSSA;	
	(e)	The mechanic will explain to the trapped passenger(s) that noise will be caused, along with movement before they are evacuated from the car (i.e. mechanic stepping on the top of car, moving car, etc.). These actions will prevent passenger(s) from panic and further stress;	
	(f)	Movement of the car when there are passenger(s) is only permitted when the mechanic can see the car, or the mechanic is in constant communication with someone (i.e. a second mechanic, the building representative, or the fire department) observing the car;	
	(g)	The mechanic will use the car top stop to control the car;	
	(h)	Inspect the car gate to ensure nothing is damaged. Ensure there are no obstructions and the car gate is closed;	
	(i)	Evaluate the condition of the trapped passenger(s). The mechanic will ask the passengers for the direction and noises heard before the car stopped. Ask the passenger(s) if they are physically mobile and can step up or down from the car if needed. If passenger(s) use a wheel chair or walker, they won't be able to negotiate the difference in floor level, let them know you must try to get the car closer to the landing, at that time they will be assisted out of the elevating device;	
	(j)	Assure the passenger(s) that their safety is not in jeopardy;	
	(k)	Evaluate the condition of electrical and mechanical elements by physically looking for applied safety brakes, damaged hall/ gate locks, damage to door gibs, etc. The mechanic will take the information provided by the passenger(s) into consideration during these checks.	
1.3	Operating the Car		
	(a)	Operate the car from the car top inspection station and move the car to a relatively even position to the landing sill;	
	(b)	Re-secure the car by engaging the stop button;	
	(c)	Operate the door operator wheel by hand to reveal a little of the landing and ask the passenger(s) if the sills are close. If the level is easy to negotiate, the passengers can exit the car, but remind them to watch their step and to wait until you tell them to exit the car;	
	(d)	When the doors are fully open, ask the passenger(s) to watch their step and inform them they may now exit the car.	
1.4	Car Stuck Above Floor		
	(a)	If the apron completely covers the hoistway opening and the passenger(s) are physically able to negotiate the distance, the mechanic may evacuate the passenger(s) by opening the doors manually. Instruct the passenger(s) to wait until you tell them to exit the car. You may need to go to the landing to assist the passenger(s) (it may require opening the door from the car top and walking down to the landing). If passenger(s) are not physically able to negotiate the distance between the car and the landing, or the car has stopped too high for the car apron to cover the opening, inform the trapped passenger(s) that you need to attempt to diagnose the problem from another area and may be out of communication with them for a period of time. Do not move the car unless there is communication with the passenger(s) in the car. Ask the building representative or a second Elevating Device Mechanic (EDM) to keep in direct contact with the passenger(s), while remaining in constant contact with the building representative or EDM (using 2-way radios or cell phone communication). Proceed to the machine room and attempt to correct the problem. Never attempt to run the car from the machine room with jumpers to by-pass door circuits with passenger(s) trapped in the car. Ask the building representative to keep in direct contact with the passenger(s), while	



	located on the crosshead);
(h)	Engage rail lock and return the STOP button to the stop position;
(i)	Rail Locks MUST be engaged before maintaining or inspecting machine brake or emergency brake.
3	Frequency
3.1	Recommended interval of document verification every 12 months.
4	A17.2 or Other Reference Requirements
4.1	See A17.1/B44 Section: 8.6.11.6.

Task Name	8.6.11.9 Operating Instruction for Retractable Platforms (where provided)	Scope:	E, H
Notes			
1	Program Procedures		
1.1	See device specific procedures		
2	Frequency		
2.1	As required		
3	A17.2 or Other Reference Requirements		
3.1			

Task Name	8.6.11.10 Examination after Shutdown Due to Traction Loss	Scope:	E
Notes	Where the traction-loss detection means has been actuated, the following checks shall be performed		
1	Program Procedures		
1.1	Physical examination of the drive sheave		
1.2	Physical examination of suspension means		
1.3	Any conditions which could adversely affect traction shall be corrected before returning to service		
2	Frequency		
2.1	As needed		
3	A17.2 or Other Reference Requirements		
3.1	See 8.6.11.10 of A17.1/B44		

Task Name	8.6.11.11 Examination after Safety Application	Scope:	E, H
Notes	Where the safety device has been actuated, whether due to testing or during normal service , the following checks shall be performed		
1	Program Procedures		
1.1	Examine the driving machine		
1.2	Examine all sheaves		
1.3	Examine all rope retainers and suspension members throughout their FULL Length to ensure		
(a)	Ropes are properly seated		
(b)	No damage has occurred to sheaves, suspension members, or retainers		
1.4	The elevator shall not be returned to service until this physical examination has been conducted and any required repairs have been made		
2	Frequency		
2.1	At each safety set		
3	A17.2 or Other Reference Requirements		
3.1	See 8.6.11.11 of A17.1/B44		

Task Name	8.6.11.12 Examination after Shutdown Due to Broken-Suspension Member Detection Means	Scope:	E, H
Notes	After any application of the broken-suspension-member detection means, whether due to testing or during normal service , the following checks shall be made:		
1	Program Procedures		
1.1	Examine the driving machine sheave		
1.2	Examine all other sheaves		
1.3	Examine all rope retainers and suspension members throughout their FULL Length to ensure		



Category 1 - Periodic Test Procedures Electric & Hydraulic

Test	CAT 1- 8.6.4.19.1 Oil Buffers	Scope:	E, H, D
Notes			
1	Test Procedure		
1.1	See A17.2 Item 5.9.2.1(a)		
Test	CAT 1- 8.6.4.19.2 Safeties	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 2.29.2		
Test	CAT 1- 8.6.4.19.3 Governors	Scope:	E, H, D
Notes			
1	Test Procedures		
1.1			
Test	CAT 1- 8.6.4.19.4 Slack-Rope Devices in Winding Drum	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 2.20.2.1		
Test	CAT 1- 8.6.4.19.5 Normal and Final Terminal Stopping Device	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 2.28.1, Item 3.5.1		
Test	CAT 1- 8.6.4.19.6 Firefighter's Emergency Operation	Scope:	E, H
Notes			
1	Test Procedures		
	Refer to Special Provisions Section 8.6.11.1 of this MCP document, Part 6 of A17.2		
Test	CAT 1- 8.6.4.19.7 Standby or Emergency Power	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 1.17.2.1		
Test	CAT 1- 8.6.4.19.8 Power Operation of Door System	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 1.8.1		
Test	CAT 1- 8.6.4.19.9 Broken Rope, Tape, or Chain Switch	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 3.26.1		
Test	CAT 1- 8.6.4.19.10 E/E/PES EPD Checkout Procedure	Scope:	E, H
Notes			
1	Test Procedures		
1.1	See A17.2 Item 2.15.1		
Test	CAT 1- 8.6.4.19.11 ACO / UCM Examination and Test	Scope:	E
1	ACO / UCM Examination		
1.1	All working parts of ascending car overspeed protection and unintended car movement devices shall be examined to determine that they are in satisfactory operating condition		



Task Name	CAT 1 - 8.6.5.14.2 Hydraulic Cylinders and Pressure Piping	Scope:	H
Notes	Item: 2.36.2		
1	Test Procedures		
1.1			

Task Name	CAT 1 - 8.6.5.14.3 Additional Tests	Scope:	H
Notes	9 Tests are listed under additional tests. Some are performed under Electric Elevator Test requirements as noted below. Item: 2.39.2 (low oil protection operation)		
1	Test Procedures		
1.1	Normal Terminal Stopping Devices – see 8.6.4.19.5		
1.2	Governors – see 8.6.4.19.3		
1.3	Safeties – see 8.6.4.19.2		
1.4	Oil Buffers – see 8.6.4.19.1		
1.5	Firefighters' Emergency Operation – see 8.6.4.19.6		
1.6	Standby or Emergency Power – 8.6.4.19.7		
1.6.1	See A17.2 item 1.17.2.2 for category 1 test		
1.6.2	See TSSA CAD 8.6.4.19.7 to verify functionality of Auxiliary Lowering		
	(a) Verify conformance to A17.1/B44 3.26.10 Auxiliary Power Lowering Operation		
	(b) Verify the main disconnect auxiliary contact disables auxiliary lowering power.		
1.7	Power Operation of Door System – see 8.6.4.19.7		
1.8	Emergency Terminal Speed Limiting Device and Emergency Terminal Stopping Device		
	(a) Test in accordance with Item 3.6.2.2		
1.9	Low Oil Protection Operation		
	(a) Test in accordance with Item 2.39.2		

Task Name	CAT 1 - 8.6.5.14.4 Flexible Hose and Fitting Assemblies	Scope:	H
Notes	Item: 2.34.1		
1	Test Procedures		
1.1	Apply relief pressure to hose and fittings for 30 seconds.		
1.2	Observe no damage, distortion or leakage.		

Task Name	CAT 1 - 8.6.5.14.5 Pressure Switch	Scope:	H
Notes	Item: 2.37.1		
1	Test Procedures		
1.1	Test for conformance to 3.26.8. Pressure switch removes power from down operation.		

Task Name	CAT 1 - 8.6.5.14.6 Power Operation of Door System	Scope:	H
Notes	See CAT 1 8.6.4.19.8		

Task Name	CAT 1 - 8.6.5.14.7 Slack-Rope Device	Scope:	H
Notes	Item: 3.31.2		

Task Name	CAT 1 - 8.6.5.14.8 CAD - Plunger Gripper	Scope:	H
Notes	Examine and test to 8.10.3.2.5(n) of A17.1/B44		



Category 5 - Periodic Test Procedures Electric and Hydraulic

Task Name	CAT 5 8.6.4.20.1 Car and Counterweight Safeties (RATED LOAD)	Scope:	E
Notes	See Item 2.29.1		
Task Name	CAT 5 8.6.4.20.2 Governors	Scope:	E, H
Notes	See Item 2.13.1		
Task Name	CAT 5 8.6.4.20.3 Oil Buffers (RATED LOAD / RATED SPEED)	Scope:	E, H
Notes	See Item 5.9.2		
Task Name	CAT 5 8.6.4.20.4 Driving Machine Brake(s) (RATED LOAD / RATED SPEED)	Scope:	E
Notes	Item: 2.17.1		
1	Test Procedures		
1.1			
Task Name	CAT 5 8.6.4.20.6 Emergency Terminal Stopping and Speed Limiting Devices	Scope:	E, H
Notes	Item: 2.28.2		
1	Test Procedures		
1.1			
Task Name	CAT 5 8.6.4.20.7 Power Opening of Doors	Scope:	E, H
Notes	Item: 1.10.2		
1	Test Procedures		
1.1			
Task Name	CAT 5 8.6.4.20.8 Leveling Zone and Leveling Speed	Scope:	E, H
Notes			
1	Test Procedures		
1.1			
2	Frequency		
2.1	Category 5 Tests are performed every 5 years		
3	A17.2 or Other Reference Requirements		
3.1	Item: 10.2.1		
Task Name	CAT 5 8.6.4.20.9 Inner Landing Zone	Scope:	E, H
Notes			
1	Test Procedures		
1.1			
2	Frequency		
2.1	Category 5 Tests are performed every 5 years		
3	A17.2 or Other Reference Requirements		
3.1	Item: 1.10.1		
Task Name	CAT 5 8.6.4.20.10 Braking System, Traction and Traction Limits (RATED LOAD / RATED SPEED)	Scope:	E
Notes			



1.1

Task Name	CAT 5 - 8.6.5.16.3 Wire Rope Fastenings	Scope:	H
Notes	Item: 3.22.1		
1	Test Procedures		
1.1			

Task Name	CAT 5 - 8.6.5.16.4 Plunger Grippers	Scope:	H
Notes	Item: 5.15.2		
1	Test Procedures		
1.1			

Task Name	CAT 5 - 8.6.5.16.5 Overspeed Valves	Scope:	H
Notes	Item: 5.15.3.2		
1	Test Procedures		
1.1			

Task Name	CAT 5 - 8.6.5.16.6 Class C2 Freight Elevator Loaded Leveling Test	Scope:	H
Notes	Item: 2.17.2		
1	Test Procedures		
1.1			

