

**HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION**

HONOLULU RAIL TRANSIT PROJECT

NO. RFP-HRT- 547415

**ELEVATORS & ESCALATORS DESIGN-
FURNISH-INSTALL-MAINTAIN (DFIM)
CONTRACT**

**NOTICE OF ADDENDUM NO. 8
TO THE
REQUEST FOR PROPOSALS
(PART 2)**

SPECIAL PROVISIONS (8-28)

ISSUED DECEMBER 2012

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SPECIAL PROVISION

CHAPTER SP-8 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-9 [NOT USED]

CHAPTER SP-10 INTERFACE MANAGEMENT AND COORDINATION

SP-10.1 RESERVED

SP-10.2 RESERVED

SP-10.3 RESERVED

SP-10.4 RESERVED

SP-10.5 GENERAL

This Section addresses the interface management and coordination processes between the Elevators and Escalators elements provided by the DFIM Contractor, the Core Systems Contractor, the West O`ahu /Farrington Highway (WOFH) Design-Builder, the Kamehameha Highway Guideway (KHG) Design-Builder, the Airport Section and Passenger Stations Designers and Contractors, City Center Section and Passenger Stations Designers and Contractors and any infrastructure, facilities, services, data or other work provided by others. These processes apply at the onset of final design and continue throughout the life of the Contract. The DFIM Contractor shall identify and produce a comprehensive interface plan and procedures document as it pertains to the Elevators and Escalators Work and share this information with HART. The DFIM Contractor shall also review documentation and drawings provided by HART, and coordinate with HART to identify and successfully comply with all interface requirements in order to perform all Work required to complete the Elevators and Escalators Work that fulfills the provisions of the Contract.

SP-10.6 INTERFACE MANAGEMENT COMMITTEE

HART will assemble and facilitate an Interface Management Committee (IMC). The IMC shall consist of representatives from the following Design-Build and Design-Bid-Build contracts:

- (a) Core Systems DBOM;
- (b) West O`ahu /Farrington Highway Guideway Design-Build;
- (c) Airport Section Designer and Contractor;
- (d) Kamehameha Highway Passenger Stations;
- (e) Pearl Highlands Station and Garage Design;
- (f) Pearl Highlands H-2 Ramps Design; and
- (g) DFIM Contractor.

Initially, the IMC will consist of the Interface Managers and select staff from each of these contracts and will be facilitated by HART. The Core Systems Contractor shall have a lead role on the Committee given the system-wide interface management responsibilities assigned. The DFIM Contractor shall serve an active role on the IMC as well as coordinate all Elevators and Escalators related design, construction and testing activities with the Core Systems Contractor and the stations contractors, given the integrated nature of the Work. Additional members will be added to the committee as the H RTP project progresses. Any issues that impact the system-wide interfaces between contracts shall be raised at the periodic and ad hoc meetings. Action plans shall be prepared that define interface management responsibilities between the members of the IMC.

SP-10.7 SYSTEMWIDE INTERFACES

System-wide interfaces that may affect the Elevators and Escalators Work shall be addressed by the IMC and include, but are not limited to:

(a) Configuration Control issues based on HART-provided plans and contract requirements, designs that progress through Definitive to Final design, and construction planning means and methods. Changes and/or impacts to the HART configuration shall be discussed in the IMC, and if determined to be significant, brought to the appropriate person(s) for resolution following HART's configuration control process;

(b) Design issues affecting the contract interfaces from HART-performed Review and Comment, shall be brought to the IMC for discussion and possible resolution. For example, design treatment of common areas, signage, graphics and landscaping should be discussed at the IMC. Should these issues become so significant that they impact DFIM Contractor's Contract performance, they are to be brought to the appropriate Person(s) following the change process defined in Section SP-5, with corrective actions to minimize impacts to all parties;

(c) Procurement of materials and equipment that affect the DFIM Contractor's Work. Items that require input from other contractors, contractors or designers should be identified and be part of the IMC discussions and actions;

(d) Construction planning, staging and sequencing that may require coordination and work by others should be part of the IMC discussions and actions;

(e) Testing and turnover of systems and facilities that require other contractor participation and/or input should be part of the IMC discussions and actions;

(f) Routinely scheduled meetings shall be established by HART and attendance of the IMC members is mandatory. Ad hoc meetings to resolve interface conflicts or actions of the affected parties, if necessary and appropriate, shall be attended by the DFIM Contractor; and

(g) Any access to the stations shall be coordinated with the Work Site Controller. See SP-1 for the definition of Work Site Controller. After the substantial completion date of the Station Contract, the Work Site Controller will become the Core Systems Contractor and the DFIM Contractor will need to coordinate accordingly to gain access to perform any additional, close out or punch list work items.

SP-10.8 INTERFACES SPECIFIC TO THE KAMEHAMEHA HIGHWAY GUIDEWAY CONTRACT

(a) The interfaces and integration of work between the DFIM Contractor, the Core Systems Contractor, Design-Builders and others shall require a detailed Interface Control Manual that includes all interfaces as they pertain to design, procurement of Equipment and Materials, construction, and testing / turnover. The Systems Interface Control Manual is a work product of the Core Systems Contractor and will require the DFIM Contractor to provide input and coordination with Elevators and Escalators-specific design and construction. The DFIM Contractor shall prepare an Interface Control Manual that reflects all Work associated with completing the Elevators and Escalators Work and supporting the transit operations that follow. This interface document shall include work and input from other designers and contractors that impact the Elevators and Escalators Work.

(b) Enclosed with the Reference Documents is a system-wide Draft Interface Control Manual that is provided to serve as guidance to the DFIM Contractor and to illustrate the extent of detail that the DFIM Contractor shall include in its interface plan and procedures document. The DFIM Contractor may design its interface document according to the organization of the Work, technologies, design, and business practices,

provided that the interface document includes the same or greater levels of detail and breakdowns indicated in HART-provided document. It is neither intended nor implied that the items indicated in HART-provided document are complete or that it contains every item that may be included in the DFIM Contractor's interface plan and procedures document.

(c) The DFIM Contractor shall provide the Core Systems Contractor a minimum of fourteen (14) Days to review the procurement documents. The Interface Control Manual and contract-specific interface plan and procedure documents are meant to be "living documents" that are to be updated periodically by the responsible fixed facility or Core Systems Contractor, as the designs of the DFIM Contractor and Core System Contractor progress. Copies of the updated information are to be distributed to the appropriate entities to insure that the latest information is being used to assure the facilities and systems interfaced elements are compatible, coordinated, and consistent with the intended use and function.

(d) This process is intended to be a "proactive" effort by the DFIM Contractor, the Core Systems Contractor, and HART such that all design efforts can progress as efficiently as possible.

SP-10.9 PASSENGER STATION INTERFACE

The Elevators and Escalators Work consists of installing the elevators and escalators within the Passenger Stations locations. Listed below are examples of Passenger Station interfaces. This does not represent an all inclusive list:

- (a) Interface with power and conduits;
- (b) Structural interface for Passenger Station support systems; and
- (c) Interface with Guideway and Passenger Station conduits.

SP-10.10 CORE SYSTEMS INTERFACE

As part of the Interface Management process, the DFIM Contractor is required to meet with the Core Systems Contractor and coordinate the design development such that all systems are integrated with appropriate work responsibilities.

The Core Systems Contractor defines the requirements for the particular system and designs, furnishes and installs each system in the facility.

SPECIAL PROVISION

CHAPTER SP-11 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-12 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-13 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-14 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-15 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-16 SAFETY AND SECURITY

SP-16.1 GENERAL

The DFIM Contractor shall comply with HART's Project Safety and Security Program. HART has developed a Safety and Security Management Plan (SSMP). The SSMP, in accordance with Federal Transit Administration (FTA) requirements, sets up the formal mechanisms used to establish and manage safety and security activities intended to minimize risk of injury and property damage, and to maximize the safety and security for passengers, employees, contractors and the general public throughout all phases of the Project. The DFIM Contractor shall refer to Engineering Data for a copy of the Project SSMP.

Safety and security management for the Project is organized into two primary program disciplines:

- (a) Safety and Security Certification Program; defined by the FTA as the series of processes that collectively verify the safety and security readiness of the Project for public use.
- (b) Construction Safety and Security Program; activities carried out to prevent injuries and illnesses to persons and damage to property and equipment during the construction phase of the Project.

SP-16.2 SAFETY AND SECURITY CERTIFICATION PROGRAM

The purpose of the Project Safety and Security Certification Program is to ensure that:

- (a) The design, construction, fabrication, installation, testing, and commissioning of all safety and security certifiable elements (civil, structural, and systems) have been evaluated for conformance with the safety and security design criteria and specification requirements and to verify their readiness for operational use;
- (b) The rail system is operationally safe and secure for customers, employees, emergency responders, and the general public; and
- (c) The objective is to achieve an acceptable level of risk through a systematic approach to safety hazard and security vulnerability management, criteria adherence, specification and construction compliance, and testing and commissioning verification. This is accomplished through documentation and verification.

The DFIM Contractor shall:

- (d) Implement and complete the safety and security certification process for all Certifiable Elements relating to the scope of the Contract, in accordance with the FTA Handbook for Transit Safety and Security Certification. HART has developed a Project Safety and Security Certification Plan (SSCP) based on these FTA guidelines to describe how these activities will be implemented for the Project.
- (e) Participate in safety and security certification activities carried out by the Project's Safety and Security Oversight and Review Committee (SSORC) and Safety and Security Certification Review Committee (SSCRC).
- (f) Demonstrate within its schedule the integration and completion of safety and security certification activities, including the development and completion of Conformance Checklists, Certificates of Conformance, and Issuance of Project Safety and Security Certificates.
- (g) Perform hazard analyses and security assessments, and develop mitigation measures for safety and security certifiable elements.

(h) Submit supporting verification documentation as requested to demonstrate that the DFIM Contractor has incorporated and complies with safety- and security-related design criteria and contract requirements.

(i) Conduct tests and inspections to demonstrate that the DFIM Contractor has incorporated and complies with the safety- and security-related design criteria and contract requirements.

(j) Maintain a document management system that enables retrieval of Certification Program documentation that demonstrates that design approvals, construction approvals, fabrication approvals, inspections, tests, Conformance Checklists, and Certificates of Conformance have been successfully completed for all Certifiable Elements.

(k) Identify on its organization chart the representative assigned to manage and facilitate the DFIM Contractor's implementation of the safety and security certification process. (See SP-4.8)

The DFIM Contractor's implementation and completion of the safety and security certification process is not limited to the aforementioned requirements. Additional DFIM Contractor requirements are further defined in the SSCP. The DFIM Contractor shall refer to Engineering Data for a copy of the SSCP.

SP-16.3 CONSTRUCTION SAFETY AND SECURITY PROGRAM

The DFIM Contractor shall have the primary responsibility for maintaining the safety of motorists, pedestrians, bicyclists, and workers in the vicinity of construction and maintenance areas at all times.

The DFIM Contractor shall submit a Construction Health and Safety Plan (CHASP) to HART for review and acceptance. HART's Project SSMP and Construction Safety and Security Plan (CSSP) describe the minimum requirements for the DFIM Contractor's CHASP. The DFIM Contractor's CHASP shall demonstrate its compliance with HART's Project SSMP, CSSP, and all applicable federal, state and local regulations.

HART's Construction Safety and Security Program requirements do not release the DFIM Contractor from any additional safety and security requirements or conditions contained in other sections of the Contract. The purpose of this program is to establish a practical and effective program for the prevention of and response to accidents, incidents, illnesses and injuries, and to assign specific responsibilities to DFIM Contractors for program development and compliance. The DFIM Contractor shall refer to Engineering Data for a copy of HART's Project CSSP.

SPECIAL PROVISION

CHAPTER SP-17 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-18 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-19 CONSTRUCTION PARKING & WORKER TRANSPORTATION

SP-19.1 GENERAL

The DFIM Contractor shall provide parking for all of its employees and Subcontractors. HART will make no provisions for construction parking other than allowing it within the designated DFIM Contractor staging areas pursuant to HART's approved permits.

SP-19.2 RESTRICTIONS

Due to the limited amount of parking available to residents and businesses in and around the locations of the Work, the DFIM Contractor and its Subcontractor personnel shall not park their personal vehicles in the public right-of-way or in commercial areas where general parking has been prohibited for construction or safety purposes. The DFIM Contractor shall not allow personnel to park their personal vehicles in private business parking lots without prior approval from the business owners.

On-street parking by DFIM Contractor employees will not be permitted within the vicinity of the Work site. During the actual hours of Work, only construction vehicles absolutely necessary to construction shall be allowed within the safety zone or allowed to stop or park on the shoulder of the roadway with the approval of HART.

Employees will not be allowed to utilize commercial parking facilities as that reduces/eliminates the available parking for the customers/employees of the local businesses.

SP-19.3 PROXIMITY

It is the DFIM Contractor's responsibility to identify specific off-site and off-street area(s) or portion(s) of lots for the use of construction employees during the working day in close proximity to the Project Site to serve construction Work adequately and result in minimum interference with performance of Work. HART will make no provisions for construction parking or worker transportation.

SP-19.4 ENFORCEMENT

The DFIM Contractor shall ensure that employees of the DFIM Contractor and its Subcontractors are prohibited from parking anywhere other than the DFIM Contractor furnished parking area.

SPECIAL PROVISION

CHAPTER SP-20 DFIM CONTRACTOR STAGING AREAS

SP-20.1 GENERAL REQUIREMENTS

This Section includes general requirements for locating, permitting, establishing, operating and restoring DFIM Contractor Staging Areas where field offices, Materials and construction Equipment are temporarily located for convenient access to the Work site. The DFIM Contractor shall perform all Work in accordance with all Federal, State and local laws and regulations regarding air pollution and quality and shall control dust to ensure that excessive dust is not transported beyond the limits of construction and does not interfere with normal traffic operations or adjacent properties.

The DFIM Contractor will be responsible for determining staging area requirements for the Project. No staging areas will be provided by HART. The DFIM Contractor shall make all necessary agreements with property owners for staging areas and will be responsible for acquiring any permits necessary for that use.

In selecting the location of staging areas, the DFIM Contractor's attention is drawn to haul routes which the DFIM Contractor shall submit for Review and Comment by HART. Residential neighborhoods should be avoided.

The DFIM Contractor shall clearly indicate the staging area for the Project by providing appropriate signage for visitors and deliveries, including one sign at each access location.

Staging areas shall be fenced to deter unauthorized entry. Perimeter fencing shall be maintained in good working order throughout the duration of the Project or as directed by HART.

The protection of stored Materials is the DFIM Contractor's responsibility. HART is not liable for any loss of Materials, by theft or otherwise, or for any damage to stored Materials.

The DFIM Contractor shall be responsible for maintaining staging areas. Waste materials, debris, and rubbish from the site shall be removed as soon as such materials become unfit for use.

Restoration of Staging Area. Upon completion of the Work, the DFIM Contractor shall restore the staging area to a condition equal to or better than existing. All damages shall be repaired by the DFIM Contractor at no cost to HART.

SP-20.2 USE

Staging areas shall be primarily used for field offices, Equipment and Materials storage, temporary soil stockpiling; with secondary use, as space allows, for employee parking.

The DFIM Contractor shall be responsible for coordinating use of public/private areas with the owners, acquiring temporary property rights, and obtaining all required permits and clearances approved for use by all concerned regulatory agencies including HART owned property, property owned by other government agencies and private property.

Storage of Materials. The DFIM Contractor shall store articles or Materials to be incorporated into the Work in such a manner as to preserve their quality and fitness for the Work and to facilitate inspection.

SP-20.3 PERMITS

Clearance and Permits. The DFIM Contractor shall assess each staging area and obtain clearance, approval and permitted use for storage areas by all concerned regulatory agencies for archeological, wetland, biological, and other issues (i.e., land use, noise, hazmat) prior to construction.

SP-20.4 ACCESS

Access and Maintenance of Staging Areas. The DFIM Contractor shall keep access to staging areas and other construction access-ways and thoroughfares serving the public clear at all times (except as approved by HART). The DFIM Contractor shall coordinate any special delivery needs with HART.

SPECIAL PROVISION

CHAPTER SP-21 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-22 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-23 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-24 [NOT USED]

SPECIAL PROVISION

CHAPTER SP-25 [NOT USED]

CHAPTER SP-26 [NOT USED]

CHAPTER SP-27 [NOT USED]

CHAPTER SP-28 MAINTENANCE PROVISIONS

SP-28.1 GENERAL REQUIREMENTS

The DFIM Contractor shall provide proactive preventive maintenance, service, repair, adjustment, inspection and testing for the elevator and escalator equipment covered by this Contract to facilitate the following:

- (a) Consistent safe operation of equipment;
- (b) Maximum operational performance of equipment;
- (c) Maximum beneficial usage of equipment; and
- (d) Maximum life cycle of equipment.

The DFIM Contractor expressly acknowledges that HART is relying on the DFIM Contractor's professional expertise in performance of Services to achieve and maintain Contract intent.

The DFIM Contractor shall perform services in such manner as to minimize annoyance, interference, or disruption to the mass transportation services being provided by HART.

Elevators, escalators, etc. may be referred to as "units" or "equipment" in this Section.

SP-28.2 MAINTENANCE SPECIFICATION

SP-28.3 SCOPE

(a) The scope of these Maintenance Provisions consist of furnishing all labor, personnel, material, replacement parts and components, tools, equipment, lubricants and supplies to provide full and complete preventive maintenance, service, repair, adjustment, inspection and testing of HRTP elevators and escalators and associated equipment under this Contract such that they shall operate in a safe and reliable condition.

(1) The DFIM Contractor shall perform all inspections, tests, servicing, adjustments, replacements, repairs, cleaning, etc., to the elevators and escalators and associated equipment included in this Contract as necessitated or occasioned by misuse, vandalism or other such miscellaneous damage in accordance with the provisions addressed herein.

(2) The DFIM Contractor shall maintain elevator machine rooms, hoistways, pits, car tops and equipment in or on these areas in a consistently clean condition. The DFIM Contractor shall maintain escalator truss areas, pits and the equipment in them in a consistently clean condition. Escalator trusses, drip pans, and internal equipment shall be cleaned annually at a minimum.

(b) Check and adjust individual and/or elevator group operational systems at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.

(c) Lubricate equipment at intervals recommended by original equipment Manufacturer, or as dictated by equipment use or adverse environmental conditions.

(d) Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine rooms, machinery spaces, and pits shall be painted "deck gray." All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule and coordinate all painting procedures with the Core Systems Contractor and coordinate with the Stations Contractor and other HART contractors that may be working in the area.

- (e) Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- (f) Replace lamps for normal car illumination.
- (g) Replace lamps to maintain adequate lighting in equipment pits and spaces, hoistways, machine rooms, machine spaces and elevator car tops.
- (h) Repair any damage to the station and adjacent areas caused by performance of Services.
- (i) Cleaning:
 - (1) The DFIM Contractor shall clean equipment, machine room, wellway, truss interior, machinery space, hoistway and pit. The cleaning shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. It is the DFIM Contractor's responsibility to clean elevator car and hoistway transparent glass.
 - (2) During cleaning process, test and adjust all safety switches. Escalator steps shall be removed from the units annually at a time to be determined by the Core Systems Contractor trucked off-site, steam cleaned, inspected and new rollers, bearings and bushings provided, as required. The Provider shall have three (3) full sets of steps of each type/size in stock at the HART's designated location so that the steps can be removed and rotated on site to avoid any units out of service for an extended period of time.
 - (3) The DFIM Contractor shall not be responsible for cleaning any equipment made necessary as a result of improper janitorial or building maintenance functions.
 - (4) Upon the discovery of liquid of any type present in the elevator or escalator pit areas, the DFIM Contractor shall notify HART and shall assist in the removal and proper disposal of the liquid.
- (j) Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by the DFIM Contractor during the term of this Contract.
- (k) Consideration shall not be given in regard to obsolescence of systems, materials or parts.
- (l) Should the DFIM Contractor perform modifications to the equipment as a result of OEM direction and/or field modifications due to operations or due to HART direction, the Core Systems Contractor and HART will be notified prior to making these modifications.
- (m) The minimum number of hours the DFIM Contractor shall spend performing preventive maintenance, exclusive of scheduled or unscheduled repairs, emergency call back service, are as outlined below.
 - (1) Escalators: 4 hours per month.
 - (2) Traction Elevators: 2.5 hours per month.
 - (3) Hydraulic Elevators: 1.5 hours per month.
- (n) Special Events: The DFIM Contractor shall include 16 hours per year for each transit station to be used at HART's discretion. These hours will include overtime, holiday time, or regular hours.
- (o) Maintenance, repairs, or replacement of the following elevator equipment, is not to be considered as part of the minimum number of hours for performing preventive maintenance as previously stated and is to be performed with mechanics that are not route mechanics. This shall be provided at no additional cost to HART:

- (1) Annual major cleaning of machine room, hoistway, top of car, door locks, rails, truss interior, steps, etc.
 - (2) Renewals of hoist ropes.
 - (3) Full Load Safety tests; no load test shall be performed during regular hours and days.
 - (4) Re-inspection due to failure to eliminate deficiencies covered by the Contract.
- (p) The DFIM Contractor will dedicate a minimum of 40 hours per year per Transit Station (regular working days and hours)—for the following work.
- (1) Attendance and assistance at third party annual or biennial (twice a year) internal review of elevators, escalators.
 - (2) Attendance and assistance to facilitate cleaning of the exterior glass surface of observation elevator car enclosure(s) and the interior surface of the glass enclosed hoistways of observation elevators.

SP-28.4 MAINTENANCE AND STAFFING CONTROL PROGRAMS

(a) The DFIM Contractor shall submit a written Maintenance Control Program (MCP) specifically designed for HART defining its planned preventive maintenance procedures for all equipment included under this Contract. Routine maintenance procedures shall include any unique or product-specific procedures or methods required to inspect or test the equipment. MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

(b) The DFIM Contractor shall submit a written Staffing Control Program (SCP) specifically designed for HART defining its planned staffing resource allocation for all services included under this Contract. Plans shall identify supervisors by name and number of mechanics. Allocation of supervisors and mechanics to tasks in the MCP shall be provided. SCP shall identify additional staff required for special procedures, including statutory and other required equipment tests.

(c) The MCP and the SCP referenced above shall contain individual sections addressing the pertinent details for each of the following three defined maintenance periods of the Contract:

(1) Intermediate Maintenance Period. DFIM Contractor shall be responsible for all maintenance services for the equipment installed in active operating stations during the Core Systems Contractor's Intermediate Operating Period, beginning December 15, 2015. Maintenance services may be required between the installation of equipment in the stations and the beginning of the Intermediate Maintenance Period. Coordinate those services with the Core Systems Contractor, the Stations Contractors and HART. Payment for such services will be negotiated between the DFIM Contractor and HART prior to the services being rendered on a case-by-case basis.

(2) Full Maintenance Period. DFIM Contractor shall be responsible for all maintenance services for all equipment installed in active operating stations during the Core Systems Contractor's Five-year Full Operating Period, beginning March 15, 2019.

(3) Optional Full Operating Period. DFIM Contractor shall be responsible for all maintenance services for all equipment installed in active operating stations during the Core Systems Contractor's Optional Five-year Operating Period, beginning on or about March 15, 2024, unless terminated by HART as provided in the Agreement.

SP-28.5 CALLBACKS

(a) “Callback” is defined as any request for service or assistance by HART when any unit is not available for beneficial usage due to equipment shutdown or malfunction.

(b) DFIM Contractor shall have 24-hour callback service available. Callbacks during off hours due to equipment malfunctions are to be covered under the terms of this Contract. No additional charges shall be incurred for these types of callbacks. HART shall not be charged more than one-hour travel time for overtime callbacks which are not covered by this Contract. Travel time shall not be charged for overtime callback which is covered under this Contract.

(c) Response time for callback service:

(1) During the regular working hours and days of the elevator trade the DFIM Contractor shall arrive at the Core Systems Contractor’s designated location/Transit Station within 60 minutes from time of notification of equipment problem or failure by the Core Systems Contractor. The DFIM Contractor shall arrive at Transit Station in response to passenger entrapment calls within 45 minutes from time of notification by the Core Systems Contractor regardless of time or day.

(2) After the regular working hours and days (overtime hours), DFIM Contractor shall respond within 60 minutes from the time of notification by the Core Systems Contractor.

(d) Response time measurement will begin when the callback is registered with the DFIM Contractor and will terminate when the mechanic checks in with the Core Systems Contractor from the site.

(e) Calls placed before 4:00 p.m. shall be responded to the same day. Should the problem be determined to be within the scope of this Section, overtime charges, including travel time, will not apply regardless of the DFIM Contractor’s time of arrival.

SP-28.6 HART’S RESPONSIBILITIES

(a) Provide clear, safe, and convenient access to property and equipment rooms.

(b) Maintain telephone lines to controller terminal(s), equipment room electrical switch gear, and electrical feeders to unit controllers.

(c) Maintain equipment room air conditioning systems.

(d) Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.

(e) Prevent storage of property or other DFIM Contractors’ equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.

(f) Maintain standby power generator systems and related switch gear and feeders.

(g) Coordinate with the Core Systems Contractor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.

(h) During construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

SP-28.7 EXCLUSIONS

(a) Exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the DFIM Contractor.

(1) Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state or municipal governmental authorities subsequent to the date of this Contract. In the event of new or retroactive

requirements, required by such Authorities, DFIM Contractor shall provide written notice and proposal to HART within ten (10) working days of effective date.

(2) Repair or replacement of Transit System items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices, unless such devices or finishes are damaged as a result of poor or improper maintenance procedures.

(3) Mainline and auxiliary disconnecting means, fuses and electrical feeders to equipment control panel(s) in machine rooms.

(4) Damage caused by or additional service required by failure or fluctuations of Transit System electric power, air conditioning or humidity control.

(5) Damage caused by or additional service required by ingress by water or other material into machine room, hoistway, car enclosure, wellway, or pit. The introduction of rainwater into the elevator and escalator pits, or on the equipment, does not constitute negligence, vandalism, or misuse of the equipment.

(6) Damage caused by or additional service required by HART loading unit in excess of its rated car capacity or load classification.

(7) Audio and visual devices, unless such device was installed by an elevator company.

(8) Shrinkage, settlement or movement of building.

(9) Escalators: Repair or replacement of Transit System items such as wellway or adjacent walls. Cleaning or polishing of escalator handrails, and combplate. Skirt panel replacement resulting from misadjusted skirts or failure to replace worn step chains or bushings shall be done at the DFIM Contractor's cost, including labor and material. Misaligned panels or balustrades are the DFIM Contractor's responsibility to repair. Cleaning of handrails, step treads and risers, combplate and landing plates, unless such work is required due to a lack of or improper maintenance by DFIM Contractor.

(10) Underground hydraulic piping and cylinders, unless protected under manufacturer's warranty.

(11) Daily janitorial cleaning.

(b) DFIM Contractor shall not be responsible for or be required to perform servicing, replacements, or repairs to the elevators and escalators and associated equipment in this Contract as necessitated or occasioned by a Force Majeure event.

(c) Vandalism and misuse will only be considered as chargeable work if an incident is agreed to and verified by HART. In the event the parties cannot reach an agreement, an independent third party (elevator consultant) shall make a determination and the findings of the consultant will be considered final. The cost of the consultant will be the responsibility of the responsible party. In the event of vandalism or misuse, the DFIM Contractor shall be entitled to recover actual material costs plus a defined material mark-up. Misuse is considered an abuse or mishandling of the equipment. Vandalism is considered to arise from the deliberate or extreme damage to the equipment.

(d) It shall be the responsibility of the DFIM Contractor to initially and completely inspect, investigate and evaluate the condition of any such impacted elevators and escalators or associated equipment as well as to substantiate any severe and unusual occurrence that it deems to be above and beyond the requirements and obligations of this Contract. HART reserves the right to make the final and binding determination concerning the responsibility following any such severe and unusual occurrence and any

correspondingly required equipment servicing, replacements or repairs. Said determination shall be based upon, but not be limited by, the discovery that a severe and unusual occurrence is a Force Majeure event.

SP-28.8 PERFORMANCE OF REPAIRS; ADJUSTMENTS AND OTHER MAINTENANCE

(a) When, as a result of an operational examination, performance of preventive maintenance, performance of periodic testing, inspection or observation by HART's representative and/or elevator consultant or its representatives, corrective action is found to be necessary, the DFIM Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections necessary to restore the equipment to normal operation. All deferred maintenance, repair, adjusting, testing, cleaning, etc., will be performed by a dedicated crew allowing the route mechanic to remain with their obligation to perform preventive maintenance work.

(b) When, as a result of examination or testing of the equipment, the DFIM Contractor identifies corrective action is required, the DFIM Contractor shall proceed expeditiously to make required repairs, replacements, and adjustments. If the DFIM Contractor believes such work is not the DFIM Contractor's responsibility, a written report signed by the DFIM Contractor shall be delivered to HART for further action with exception of a safety or potential safety situation, in which case, the DFIM Contractor shall expeditiously correct the problem.

(c) The DFIM Contractor shall be responsible for all necessary repairs, adjustments, and parts renewal to all vertical transportation system components except as herein excluded. This also includes static loading of the car as required to set automatic control limit devices.

(d) Deficiencies of an emergency nature shall be communicated to HART or its representative immediately and followed up in written form.

(e) Repairs or renewals necessitated by HART's negligence, accidents, misuse, storm, fire, flood or earthquake, or due to any cause beyond the DFIM Contractor's control and verified as Force Majeure shall be the responsibility of HART. Authorization for the DFIM Contractor to accomplish such work shall be provided in writing by HART. Work shall commence within 48 hours of authorization to proceed.

(f) When, in the opinion of the DFIM Contractor, such work is considered, within the terms of this Contract, to be the responsibility of HART rather than the DFIM Contractor, a written report shall be delivered to HART's office for further action. In such a case, the repairs will be commenced and prosecuted expeditiously while the further action is in process.

SP-28.9 BREAKDOWNS AND SHUTDOWNS

(a) Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the Core Systems Contractor and HART, unless removal is necessitated for emergency repair or adjustment. HART agrees to permit the DFIM Contractor to remove units from service for a reasonable time during hours identified in this contract to perform Services.

(b) The DFIM Contractor shall not remove more than one unit from service at a time for preventive maintenance, inspection or tests unless previously authorized by HART, except when failure to do so would clearly endanger human life or cause major damage to the equipment and/or property.

(c) Minor breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, or electrical or mechanical adjustments, will not keep the respective elevator or escalator out of service longer than one (1) day (24 hours).

(d) Under no circumstances will any major shutdown or breakdown last longer than 72 hours. This includes response to the trouble call, the locating of the trouble, procurement and/or shipment of parts, the installation of these parts and the replacing of the respective elevator or escalator back into safe uninterrupted operation. The DFIM Contractor must be so equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, field personnel, etc., will not be acceptable and the DFIM Contractor will be considered in default, giving sufficient justification for HART to obtain these services from another contractor.

SP-28.10 EQUIPMENT PERFORMANCE REQUIREMENTS

(a) Equipment performance requirements indicated are the minimum standard. Repeated failure to meet performance requirements shall constitute a material breach by DFIM Contractor and shall be grounds for cancellation of this Contract by HART.

(b) Elevator Equipment listing, type, and individual car performance requirements are listed below:

		Traction Elevators at 200 fpm	Traction Elevators at 350 fpm	Hydraulic Elevators at 150 fpm
Floor to Floor Times	12'-0" Floor to Floor Height	11.0 seconds	10.0 seconds	14.0 seconds
Door Open Times	4'-0" center opening	2.0 seconds	2.0 seconds	2.0 seconds
Door Open Times	4'-0" two speed side opening	3.0 seconds	3.0 seconds	3.0 seconds
Door Close Times	4'-0" center opening	3.4 seconds	3.4 seconds	3.4 seconds
Door Close Times	4'-0" two speed side opening	4.4 seconds	4.4 seconds	4.4 seconds

(1) Elevator Performance Requirements:

(A) Floor-to-floor time is measured from start of door(s) close until car is stopped at next typical successive floor, in either direction of travel, and door(s) is 3/4 open. Typical floor height is 12' 0".

(B) Door open time is measured from start of door(s) open until door(s) is fully open.

(C) Door close time is measured from start of door(s) close until door(s) is fully closed.

(D) Door closing force shall be no more than 30 lbf. Door closing force is measured with door(s) at rest and between 1/3 and 2/3 closed.

(E) Car stopping accuracy shall be measured under all load conditions.

(F) Rated car speed, regardless of load, shall not vary more than ± 5%.

(2) Elevator Ride Quality:

(A) Horizontal and vertical acceleration within cars during all riding and door operating conditions shall not exceed 15 (gearless) mg or 20 (geared) mg peak-to-peak; Hydraulic 25 mg peak to peak in the 1 - 10 range. Measurement criteria: ISO804.

(B) Acceleration and deceleration shall be constant and not exceed 3 feet/second² with an initial ramp between 0.5 and 0.75 seconds.

(C) Sustained jerk shall not exceed 6 feet/second³.

(3) Measured noise levels in a moving car outside the leveling zone shall not exceed 55dBA under any condition including car ventilation blower or fan on highest speed. Measured noise levels in car within the leveling zone or when car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from hoist machine, suspension means, sheaves, counterweight, pump unit, electrical power conversion unit(s), platform(s), car enclosure walls, or car and counterweight guide assemblies unless it is mutually determined by DFIM Contractor and HART that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that DFIM Contractor has provided design or redesign Services under this Contract or related Contract.

(4) DFIM Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.

(c) Escalator Performance Requirements:

(1) Rated escalator speed, regardless of load, shall not vary more than +2%/-0%.

(2) Escalator Ride Quality:

(A) Horizontal acceleration during all riding conditions shall not exceed 10 mg peak to peak in the 1 – 10 range. Measurement criteria: ISO804.

(B) Deceleration shall be constant and not exceed 3 feet/second² in the down direction under any load condition including brake rated load.

(C) Escalator handrail speed shall be maintained within 2 fpm of the step speed.

(d) Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dBA under any condition. There shall be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by DFIM Contractor and HART that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that DFIM Contractor has provided design or redesign Services under this Contract or related Contract).

SP-28.11 EQUIPMENT USAGE REQUIREMENTS

(a) Unit Availability Guarantee: All units shall be available for use an average as noted below of Transit System's hours of operation over each three (3) month period of the Contract. This includes allowance for equipment out of service time as the result of callbacks, and unscheduled repairs. Penalty shall be assessed monthly for each successive three (3) month period in which the DFIM Contractor fails to achieve beneficial usage criteria, i.e., drop first month's results, and add results of month just completed to previous two (2) months. The DFIM Contractor shall submit documentation on how they are meeting or exceeding the beneficial use in the table below. Transit System normal hours of operation 20 hours a day, 7 days a week, and 365 days a year.

Honolulu Rail Transit Project

Hours of Availability Calculation			Calculation-Escalators	Calculation-Traction Elevators	Calculation-Hydraulic Elevators
Hours of operation = 20 hours per day (per HART)		Hours/day	20	20	20
20 hours/day x 7 days/week		Hours/week	140	140	140
52 weeks/year x 140 hours/week		Hours/year	7,280	7,280	7,280
7280 hours ÷ 12 months/year		Hours/month	607	607	607
607 hours/month x 3 months/quarter		Hours/quarter	1820	1820	1820
% of Availability Calculation					
		Hours/quarter	1820	1820	1820
Callback hours	1.5 per callback, per unit, per quarter	Hours	1.5		
Less scheduled Preventive Maintenance (sample: Escalators= 2 hours/week x 13 weeks/quarter)	Escalators: 2 hours PM per unit; Traction Elevators: 1.5 hours PM per unit; Hydraulic Elevators: 0.5 hours PM per unit	Hours	26	19.5	6.5
52 hours + 6 hours = 58 hrs 1820 hours/quarter - 58 hours = 1762 hours.	Availability	Hours/Quarter - (CB + PM Hours)	1793	1801	1814
1762 hours/1820 hours					
		HART GOAL	98.70%	98.70%	98.70%

SP-28.12 TESTING REQUIREMENTS

(a) Schedule, coordinate, and complete statutory and other equipment tests including, but not limited to:

- (1) Annual no load slow speed test of car and counterweight safeties, governors, and buffers.
- (2) 5-year, full load, full speed test of car and counterweight safeties, governors, and buffers.
- (3) Monthly firefighters' service operational tests.
- (4) Annual pressure relief tests on hydraulic elevators.
- (5) Annual standby power operation test(s) on elevators.
- (6) Annual Escalator step/skirt index test except those units that have skirt brushes.

(7) Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device and battery pack car lowering devices.

(b) Provide HART with a minimum of five (5) working days prior notification of five-year load and buffer tests so that HART's Representative may witness all tests. Submit written reports to HART within ten (10) working days of completion of tests, confirming findings including corrective actions required and taken. Affix and maintain governmental jurisdiction number designations on all equipment in the machine rooms and pits including hoist machine, pump unit, controller, and car crosshead, electrical disconnect switches, buffers, etc.

(c) Affix metal tags to the tested devices and provide HART with written documentation clearly indicating the type of test, date of test, contractor performing test, and applicable code rule.

(d) Statutory tests include, but are not limited to, those defined above. The DFIM Contractor shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by HART. Scheduling difficulties shall not exempt the DFIM Contractor from performing tests in compliance with applicable Code or regulatory requirements.

(e) Local or National inspection fees in regard to operation of equipment covered by this Contract shall be paid by HART. Fees for re-inspection due to the DFIM Contractor's failure to expeditiously eliminate deficiencies covered by this Contract shall be paid by the DFIM Contractor.

SP-28.13 ACCOUNT REPRESENTATIVE

(a) The DFIM Contractor agrees to assign an account representative to serve the account. This representative will be responsible for compiling and presenting at monthly meetings, the status of the elevators/escalators including, but not limited to the following, which shall be provided prior to the meeting:

(1) Invoices, reflective of current contract billing amounts, units out of service, liquidated damages, etc.

(2) A summary of the equipment usage criteria as described herein and a determination of the applicability of any liquidated damages relating to beneficial use.

(3) Quotes or invoices for any additional work or work performed due to non-contract conditions (i.e. vandalism, etc.).

(4) Records of project managertasks scheduled and completed and list of those tasks, which were scheduled but not completed. Where tasks were not completed, the DFIM Contractor shall indicate why and when they will be scheduled.

(5) Callbacks experienced, problems identified and solutions applied.

(6) Updates on status and condition of major parts used which were stored at the Transit Station or at HART's designated storage location.

(7) If the DFIM Contractor has used any parts previously purchased by HART, then summaries of equipment manufacture and deliveries will be presented and these reports will be updated until the equipment arrives on site.

(8) Copies of on-line service reports including maintenance history, callback logs, etc.

(9) Verification and reporting of all system checks as required herein.

(10) Verification of monthly fire service testing by date and person executing tests—tests to be performed during regular working hours and days. Schedules for safety tests to be completed or results of the tests, which were completed.

- (11) Summaries of hours spent Summary of inspection logs as required herein.
- (12) Deficiency reports as prepared by an independent third party, schedules to rectify the deficiencies and updates as the work progresses.
- (13) A photographic history of the condition of machine rooms, hoistways, pits, etc.

SP-28.14 PENALTIES - MAINTENANCE

SP-28.15 HART / DFIM CONTRACTOR REVIEW

(a) Acceptance and/or payment of Penalties under this section, shall not affect HART's right to bring an action and recover additional damages for breach under this Contract or HART's right to terminate this Contract of such breach.

(b) Penalty/Cancelation Enforcement Procedures:

(1) HART shall notify the DFIM Contractor 30 days prior to enforcing the Penalty / Termination. HART will provide specific examples and cite specific incidences which are the reason upon which the Penalty/Termination is being considered.

(2) The DFIM Contractor will have 15 days to respond in writing to such notification and either confirm or provide evidence which supports the lack of need for said enforcement.

(3) HART shall give the DFIM Contractor an additional 30 days to cure the deficiency or prove to HART that processes are in place (i.e., callback response times) which will address any such deficiency. This shall be provided to HART in writing.

(4) If the condition is remedied prior to enforcement, then the Penalty/Termination shall not be enforced.

(5) The following shall be applied on an annual (every 12 months of the contract) basis: Should there be more than 2 occurrences per Transit Station or more than 8 occurrences in the entire System on an annual basis, HART reserves the right to enforce Penalties as they become applicable.

(6) Disputes over the nature and/or cost of required work will be resolved in accordance with SP-7.4.

SP-28.16 EXTENT OF THE PENALTY

(a) Failure to schedule and execute this work on an annual basis shall result in a \$200 per unit per month penalty until such work is completed.

(b) Should the Authority Having Jurisdiction find it necessary to "red tag" an elevator or escalator as a result of covered DFIM Contractor responsibilities not being fulfilled, the maintenance billing for the "red tagged" unit will be suspended for one month for every portion of a 30 day period the unit is not available for beneficial use.

SP-28.17 EQUIPMENT SERVICES

(a) During cleaning process, test and adjust all safety switches: Failure to schedule and execute this work on an annual basis shall result in a \$200 per month, per unit penalty until such work is completed.

SP-28.18 CLEAN DOWN OF EQUIPMENT

(a) Failure to schedule and execute the clean downs on an annual basis shall result in a penalty of 20% of the value of the annual maintenance per unit per month until such work is completed.

SP-28.19 DFIM CONTRACTOR'S COMPLIANCE WITH LAWS

(a) It is the DFIM Contractor's responsibility to notify HART of expired permits and/or if the permits are due to expire. Such notification shall be done in writing and shall be presented to HART not less than 90-days prior to expiration of permits. DFIM Contractor's failure to notify HART of expired permits or tests within 90 days prior to expiration date shall be grounds for cancellation and shall result in a \$1,000 penalty per unit.

(b) The DFIM Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within 30 calendar days of required time constraint shall subject DFIM Contractor to a \$500.00 per calendar day penalty or 10% of the yearly contract maintenance price, whichever is greater on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until HART receives written notification from the DFIM Contractor of completion of the required test. Statutory tests include, but are not limited to, those tests listed herein, and specifically, SP-28.1.2.10.A. The DFIM Contractor shall attempt to schedule said tests in the presence of the local enforcing authority and/or persons designated by HART. Scheduling difficulties shall not exempt the DFIM Contractor from performing tests in compliance with applicable Code or regulatory requirements.

(c) The DFIM Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within 30 calendar days of required time constraint shall constitute a material breach of this Contract and shall be grounds for cancellation of this Contract by HART.

SP-28.20 EQUIPMENT PERFORMANCE REQUIREMENTS

(a) Repeated failure to meet performance requirements shall constitute a material breach by the DFIM Contractor and shall be grounds for cancellation of this Contract by HART.

SP-28.21 CALLBACKS

(a) Frequency - If a unit has more than the allowed related call backs over two consecutive three (3) month periods, then 1% of the maintenance value during that period of time for that unit will be reimbursed.

SP-28.22 RESPONSE TIMES

(a) In the event the DFIM Contractor fails to meet the required response times as set forth in the Section as measured in three (3) month increments, over a rolling 12 month average, and should the DFIM Contractor fail to meet these requirements two times during the three month period, HART shall be entitled to:

- (1) A credit of \$200 for each failure.
- (2) There shall be no charge for the following four callbacks regardless of the nature of the callback.

SP-28.23 UNIT AVAILABILITY – GUARANTEE

(a) This shall be measured over each three (3) month period of the Contract. Each three (3) month period which indicates less than the availability noted in this Section, shall result in a 10% reduction of the amount due DFIM Contractor for that individual unit or group of units for the next three (3) month period. Penalty shall be assessed monthly for each successive three (3) month period in which the DFIM Contractor

fails to achieve beneficial usage criteria, i.e., drop first month's results, and add results of month just completed to previous two (2) months.

SP-28.24 PENALTIES FOR EQUIPMENT OUT OF SERVICE

(a) Penalties for Downtime: When a unit is down for more than a total of forty (40) hours in any three month period, the entire following monthly maintenance price for that unit will be deducted from the billing invoice.

(b) If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, or for more than 72 hours during any 120 day period:

(1) The maintenance billing for that unit shall be suspended,

(2) As a result of the unit being out of service, the DFIM Contractor will credit HART \$1,000 per day from the day the unit was removed from service until it is returned to beneficial use.

SP-28.25 FAILURE TO COMMENCE REPAIRS

(a) This provision will be in effect when the failure to undertake repairs exceeds seventy-two (72) hours of HART's request or the unit being shut down (whichever occurs first).

(1) A credit of \$250.00 per day per unit for failure to undertake repairs on elevator units for which a service request was made.

(2) The DFIM Contractor will credit HART's monthly billing for the affected months.

SP-28.26 WARRANTY

The DFIM Contractor will warrant and guarantee that the materials and workmanship of the units maintained under this Contract will meet specified requirements in every respect. In addition, the DFIM Contractor will repair or replace any defective materials or workmanship, including those due to ordinary wear and tear, but excluding those due to vandalism. Neither the monthly payment nor any provision of the Contract Documents will relieve the DFIM Contractor of the extent and period provided by laws and upon written notice it will remedy any defects due thereto and pay all expenses for any damage to other work resulting there from.