

ELEVATOR MAINTENANCE CONTRACT



7048, 7040, 7032, 7024, 7008 PELICAN BAY BLVD
NAPLES FL 34108



LERCH BATES

Building Insight

Agreement Prepared By

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SECTION 14325 -
LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

PART 1 GENERAL

1.1 PARTIES

- A. The parties to this Agreement (the "Agreement") are **Calais at Pelican Bay Condominium Association, Inc.** ("Purchaser") and General Elevator Solutions ("Contractor"). The contract start date is the date this Agreement is executed by Purchaser or their Designated Representative. The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser. **This agreement covers eight (8) elevators listed in Section 143250, Appendix A.**

1.2 DUTIES OF CONTRACTOR

- A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

1.3 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the elevators in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:
1. Safe, consistent, and reliable operation
 2. Maximum operational performance
 3. Maximum beneficial usage
 4. Maximum life cycle
- B. Contractor acknowledges Purchaser is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Agreement intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Agreement, and will leave it in a condition acceptable to Purchaser, or a mutually agreeable third party consultant, at the termination date.
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Agreement.
- E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Site arrival time and departure time clearly identified on technician's time sheet.

2. Service call and work description clearly identified on technician's time sheet.
3. Billable material cost backup.
4. Travel expenses, Travel Time or surcharges shall not be allowed.
5. Contractor's invoice must include clear and concise detail of service call and work complete.
6. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.

1.4 OBSOLESCENCE

- A. Definition of Obsolescence: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third party parts supplier or fabricator in the same form, fit and function.
- B. Prior to submission of contractor's proposal to the Purchaser, the contractor will have an opportunity to review all applicable vertical transportation elements as identified in this document. After such review, if the contractor believes there are systems, components or parts which are obsolete or may become obsolete during the term of this agreement, they must identify those components in Appendix A, inclusive of a cost to address each in the event of component failure. Only those components identified at the time of the bid submittal will be considered. No other claim for obsolescence will be considered by the Purchaser during the initial term of this agreement.

1.5 TERM OF AGREEMENT

- A. The term of this Agreement is five (5) years, commencing on 1-5-2021. The agreement will continue on a month to month basis at the conclusion of the initial five (5) year term, at the 5th year pricing until a new agreement is executed or until the Client provides a thirty (30) day notice of absolute cancellation.
- B. The Contractor shall not issue to the Association any Contract Addendums at any point associated with the cancellation or contract terms without prior review of such Addendum's by the Association's Elevator Consultant first.
- C. This Agreement shall be subject to cancellation as specified in this agreement and any State or Local governing authorities as it relates to Service Contracts for Condominium Associations
- D. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall send invoices detailing the fees and other charges to Purchaser by the TENTH day of each month.

1.6 CANCELLATION

- A. If Contractor violates any provision or fails to properly perform services required by this Agreement on any unit, Purchaser shall advise Contractor of deficiencies and shall allow Contractor ten working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Purchaser's sole satisfaction. If Contractor fails to comply or remedy in the allotted time, Purchaser shall have right to cancel Agreement immediately with written notice to Contractor.
- B. Purchaser, after an additional ten calendar days' written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it shall reimburse Purchaser for any expenses incurred. Purchaser shall deduct said expense from any sum owed to Contractor.

- C. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
 - D. If any property covered by this Agreement is sold, new Owner may extend this Agreement at its discretion by assignment or other means.
 - E. Purchaser may modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is any "Alteration" as defined by Code. Any modernization will be competitively bid and if the successful bidder is not the current Contractor then the Contractor agrees that this contract may be cancelled at the sole discretion of the Owner. The Owner is under no obligation to include the Contractor in the bidding process.
 - F. If this Agreement Is Cancelled:
 - 1. Contractor agrees to take actions reasonably necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 - 2. Contractor shall immediately deliver to Purchaser all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (owned by Purchaser or Owner), access codes, and other materials and documentation related to and required to facilitate services required by this Agreement.
 - G. All State laws and statutes governing service agreements shall supersede cancellation provisions and language herein.
- 1.7 CONTRACTOR SERVICES
- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.
 - B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
 - C. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement and referenced documents.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP).
 - 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 - 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 - 6. To Purchaser's satisfaction in conformance with this agreement.
 - 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
 - 9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
 - D. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.

- E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.
- F. Contractor's additional services:
 - 1. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoist ways, or elevator car tops. Contractor may require certain waivers for third party contractors/employees.
 - 2. Attendance and assistance to facilitate Emergency Power testing.
 - 3. Attendance and assistance to facilitate Fire Service testing.

1.8 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.
- B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by: inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such tests, installation, or services.
- C. Contractor must complete all code-mandated testing and work tasks as detailed in Appendix E.

1.9 CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to Purchaser. Purchaser shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees.
- D. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser's notice, Contractor shall immediately provide qualified replacement persons.

- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

1.10 HOURS AND MANNER OF WORK

- A. All preventive maintenance and repairs shall be performed during regular trade hours, 8:00am – 4:30pm Monday through Friday. Overtime hours shall be any hours outside regular hours.
- B. Unlimited call-back service during regular and overtime hours at no additional cost shall be included in this agreement. **This is an overtime inclusive call-back contract in which the Purchaser is not invoiced for any service calls for a scope of work that is covered under this agreement.**
- C. Response Time for Callback Service:
 - 1. During regular time hours, Contractor shall arrive at Property within:
 - a. 90 minutes from time of notification of equipment problem or failure by Purchaser.
 - b. 45 minutes from time of notification of entrapment by Purchaser.
 - 2. During hours outside regular hours, Contractor shall arrive at Property within:
 - a. 120 minutes from time of notification of equipment problem or failure by Purchaser.
 - b. 60 minutes from time of notification of entrapment by Purchaser.
- D. If additional work beyond the scope of work enumerated in this Agreement is requested during regular trade hours, the regular time hourly rates shown below shall apply at the hourly rates indicated in Appendix A.
- E. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in Appendix A.
- F. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
- G. Contractor's internal labor constraints shall never be a reason in which an elevator is left out of service. Contractor shall make appropriate repairs, to include two-man work, on overtime for any elevator that has been out of service for more than 7 calendar days at no additional charge to the client.
- H. Under no circumstances shall travel time or travel costs be billable, only time onsite if the work performed is not covered under this agreement and is proven by photographs, onsite witness other than the Contractor's employee or other identifiable means to justify the scope of work was required and was outside the covered scope enumerated herein.

1.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Section 143250 Appendix A (see detailed scheduled hours).

- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Section 143250 Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- C. Contractor's Employees Shall:
1. Upon arrival and departure all Contractor employees must register in the log maintained at Purchaser's location. In addition, Purchaser may require Contractor's employees to check in with designated personnel each time they enter the building.
 2. The site maintenance log book shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure. A sample of the maintenance log book is in Appendix I and a sample of the callback log is in Appendix J.
 3. When departing the property, Contractor's personnel shall sign the maintenance log book indicating as listed above under item C. 2.
 4. In addition, Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property.
 5. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser, or supplied by Contractor.
- D. If the hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser. If the hours expended fall below those required for two three-month rolling average periods, the Purchaser shall have the right to a credit in the amount of the shortfall in hours for every three-month rolling average period after the first period. This metric will reset after each period where the hours expended meets or exceeds those required.
- E. At a minimum of a Quarterly interval, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
1. A review of the previous quarter's callbacks
 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service
 3. A review of any reported complaints
 4. Such other elevator-related items as may be appropriate
 5. A review of on-site spare equipment or parts for the elevators
 6. A review of maintenance hours
 7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.
- 1.12 SCHEDULING OF WORK
- A. Within thirty days of receipt of a fully executed copy of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators within the initial 90 days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly in alignment with the quarterly Client and Contractor meeting.

1.13 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.
- B. Total callbacks for equipment failure on any elevator shall not be more than 1 per unit per quarter, or rolling three month average, as indicated in Appendix A.
- C. Callbacks due to validated vandalism, misuse, provable power instability, water intrusion or damage caused by storms, shall be excluded. Light bulb outages shall not constitute as a callback.

1.14 PERFORMANCE REQUIREMENTS

- A. Contractor agrees to maintain the following minimum performance requirements for the elevators designated in table located in Section 143250 Appendix A:
 - 1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors, per Section 143250 Appendix A. Times shown are ± 0.2 seconds.
 - 2. Door opening times are measured in seconds from start of car door open until doors are fully open, per Section 143250 Appendix A. Times shown are ± 0.1 seconds.
 - 3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
 - 4. Stopping accuracy shall be measured under all load conditions and maintained per Section 143250 Appendix A. Standards shown are maximum allowable from no load to full load.
 - 5. Variance from rated speed, regardless of load, shall not exceed 5% in comparison to the equipment's design speed.
 - 6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
 - 7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
 - 8. Elevator cars shall travel smoothly and quietly through the hoistways.
 - 9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.
 - 10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per these specifications for each property and within the following parameters:
 - a. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 15 mg peak to peak for gearless elevators installed prior to 2013, 20 mg peak to peak for gearless elevators installed after 2013, and 20 mg peak to peak for geared elevators, in the 1-10 Hz range. Measurement Criteria: ISO 8041, peak -to-peak vs. A95 standard.
 - b. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - c. Sustained jerk shall not exceed 6 feet/second³.
 - d. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets,

platforms, cab walls, or car guides unless it is mutually determined by Contractor and Purchaser that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement.

1.15 REMOVAL OF UNITS FROM SERVICE

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by Purchaser. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with Purchaser shall be provided.

1.16 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections or tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Contractor.
 - 1. If said deficiencies are not corrected at the time of the follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of \$250/hour portal to portal.
 - 2. Failure to correct the deficiencies found, as a part of this section, to the satisfaction of the Purchaser or their representative subject this agreement to cancellation as noted in Section 1.7
- B. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense. This includes deficiencies discovered as a part of this section.
- C. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Purchaser, after thirty days' written notice to Contractor listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- D. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant's fees equally.
- E. A qualified vertical transportation consultant may be retained by Purchaser to perform any of Services and mediate disputes in this agreement.

1.17 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:
 - 1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.

2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
 3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
 4. Lamps for car, machine room and pit illumination. Contractor shall replace machine room and pit lamps if such items are provided by Purchaser.
 5. Smoke and heat sensors and related life safety equipment.
 6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
 7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
 8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
 9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
 10. Access Control Equipment, Software, Hardware, Programming:
 - a. Exclusive of elevator traveling cables
 - b. Termination points within elevator systems in control room and car
 11. Below ground hydraulic cylinders and piping.
- B. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.
- 1.18 REMOVAL OF PARTS
- A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Purchaser. This does not include renewal parts stocked on the job by Contractor, but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Purchaser, which shall remain its sole property until installed on the equipment.
- 1.19 MACHINE ROOMS
- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.
- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.
- 1.20 WIRING DIAGRAMS
- A. Wiring diagrams, as provided by Owner, shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.
- B. For each elevator, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Purchaser may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this

set of drawings or books in the event that the Contract is terminated, or if Purchaser's set of drawings or manuals cannot be located at that time.

1.21 MAINTENANCE CONTROL PROGRAM

- A. Contractor shall prepare and provide at their sole cost a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 2016, or the AHJ Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1 2016. Documentation of the MCP must be kept in a visible location in each machine room. When accepted by Purchaser, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become Section 143250 Appendix H to this Agreement.
- B. Contractor, on Purchaser's behalf, shall conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Purchaser via manual log or web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

1.22 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Section 143250 Appendices A and B.
 - 1. Callback frequency
 - 2. Callback response time
 - 3. Mean time between callbacks
 - 4. Availability
 - 5. Maintenance actions
 - 6. Annual repair time accrued
- B. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.
- C. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices purchased by Purchaser, shall be maintained and upgraded by Contractor during the term of this Agreement and shall remain Purchaser's property at the expiration or cancellation of the contract.
- D. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor. Contractor must notify the Purchaser a minimum of 90 day's in advance of each elevator's annual inspection date, which shall be no more than 12 months from the previous years inspection so the Purchaser can schedule their Inspection Firm with the Elevator Contractor.
- E. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:

1. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
- F. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser or Property Manager's name or the name of any affiliate of Purchaser or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser and Property Manager, as applicable.
- 1.23 PURCHASER'S RESPONSIBILITIES
- A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.
 - B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
 - C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90° F, non-condensing, unless the elevator equipment manufacturer's requirements are more stringent then they shall supersede.
 - D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
 - E. Prohibit storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.
 - F. Maintain standby power generator systems and related switch gear and feeders.
 - G. Maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.
 - H. Coordinate with Contractor in regard to Purchaser's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
 - I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

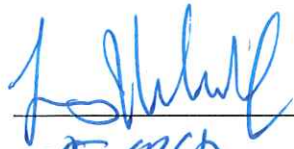
PART 2 EXECUTION

2.1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DATE NOTED BELOW:

General Elevator Solutions
MAINTENANCE CONTRACTOR

Calais at Pelican Bay Condominium Association, Inc.

BY:



BY:

TITLE:



TITLE:

DATE:



DATE:

END OF SECTION

APPENDIX A -
EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS, AND PRICING

						Performance Requirements (Stopping Accuracy = $\pm 1/4"$)			
Car ID Group ID	AHJ ID	Make	Type	Capacity	No of Stops	Speed (verify)	In Car Noise Level	Door Open Time ($\pm .5$)	Door Close Time ($\pm .1$)
C	44625		Hydraulic	2100 lbs	2	100 fpm	60 dB	2.0 sec.	4.0 sec.
D1	44626		Hydraulic	2500 lbs	6	150 fpm	60 dB	2.0 sec.	4.0 sec.
D2	44649		Hydraulic	2500 lbs	6	150 fpm	60 dB	2.0 sec.	4.0 sec.
E	44648		Hydraulic	2100 lbs	3	100 fpm	60 dB	2.0 sec.	4.0 sec.
1	44650		Hydraulic	2500 lbs	6	150 fpm	60 dB	2.0 sec.	4.0 sec.
2	44651		Hydraulic	2500 lbs	6	150 fpm	60 dB	2.0 sec.	4.0 sec.
H1	44652		Hydraulic	2500 lbs	6	150 fpm	60 dB	2.0 sec.	4.0 sec.
H2	44653		Hydraulic	2500 lbs	6	150 fpm	60 dB	2.0 sec.	4.0 sec.

Elevator Contractor Minimum Monthly Maintenance Hours and Year One Billing per Elevator

Car ID	AHJ ID	Elevator Contractor Minimum Monthly Maintenance Hrs.	Purchaser's Requested Overtime Maintenance Hrs.	Total Annual Hours	Year One Monthly Billing	Year One Total Annual Billing
C		.5	0	6	120	1440
D1		.5	0	6	150	1800
D2		.5	0	6	150	1800
E		.5	0	6	120	1440
1		.5	0	6	150	1800
2		.5	0	6	150	1800
H1		.5	0	6	150	1800
H2		.5	0	6	150	1800
Total Maintenance Cost					1,140	13,680

Year of Contract	Total Annual Contract Price
Year One	\$ 13,680
Year Two	\$ 14,364
Year Three	\$ 15,082
Year Four	\$ 15,836
Year Five	\$ 16,627

LABOR RATES

(Remain Firm for Initial Term of Contract, then subject to mutual escalation between Purchaser and Contractor for each additional contract term)

BILLING RATE	MECHANIC	HELPER	TEAM
Regular Time (8:00am – 4:30pm, Monday – Friday) Except Trade Holidays	\$ 200	\$ 160	\$ 360
Overtime (Full Rate) 1.5x	\$ 300	\$ 240	\$ 540
Overtime (Full Rate) 2.0 Double Time	\$ 400	\$ 320	\$ 720

LIST COMPONENTS BELOW THAT ARE EXCLUDED FOR THE CURRENTLY INSTALLED ELEVATORS.

COMPONENT THAT IS OBSOLETE OR EXCLUDED	COST TO REMEDY IF REQUIRED	METHOD OF REMEDY (REPAIR, REPLACE OR UPGRADE)

NO OTHER COMPONENTS THAN WHAT ARE LISTED ABOVE ARE TO BE BILLABLE AS OBSOLETE AS PART OF THIS AGREEMENT'S INITIAL TERM. WITHOUT DUAL SIGNATURES BELOW, NO COMPONENTS SHALL BE DEEMED OBSOLETE DURING THE TERM OF THIS AGREEMENT.

CONTRACTOR SIGNATURE

CONTRACTOR NAME

PURCHASER SIGNATURE

PURCHASER NAME

APPENDIX B -
KEY PERFORMANCE INDICATORS

Standard	Measured unit or building performance	Penalty for failure to comply
≤ 4	Callbacks per unit per year	\$100.00 per call back beyond standard
≤ 1	Not more than 1 entrapment per unit per year	\$100.00 per call back beyond standard
≤ 90 Minutes Regular Hours	Response time for service call, from notification of problem to being onsite.	\$100.00 per call back beyond standard for repeated failure in the same month.
≤ 45 Minutes Regular Hours	Response time for entrapment call, from notification of problem to being onsite.	\$100.00 per call back beyond standard
≤ 120 Minutes Overtime	Response time for service call, from notification of problem to being onsite.	\$100.00 per call back beyond standard for repeated failure in the same month.
≤ 60 Minutes Overtime	Response time for entrapment call, from notification of problem to being onsite.	\$100.00 per call back beyond standard
≤ 90 Calendar Days	Correct all audit deficiencies identified by Consultant.	\$25.00 per unit per day beyond standard
≤ 90 Calendar Days or Operating an elevator with an expired certificate of operation.	Correct all Code Inspection deficiencies that are the responsibility of the Elevator Contractor. Ensure the elevators are operating with a current certificate of operation at all times. Penalty shall not apply in full or at all if Elevator Contractor is not solely responsible for violation. Partial responsibility shall require an equivalent culpability for any applicable fines.	Applicable Fines that may be imposed by the Authorities Having Jurisdiction.

The Contractor must provide the following information to the Purchaser on a monthly basis.

- A. Callback log containing:
 - 1. Service Provider number
 - 2. Date and time call was place
 - 3. Date and time technician arrived
 - 4. Date and time unit was returned to service
 - 5. Callback identifier for calls placed due to misuse of equipment or vandalism
 - 6. Callback identifier for calls placed due to entrapment
- B. Maintenance log containing:
 - 1. Service Provider number
 - 2. Date of maintenance action
 - 3. Description of maintenance

APPENDIX C -
DEFINITIONS

The words or phrases shown below, which appear in this Agreement, are defined as follows.

- A. AHJ: Authority Having Jurisdiction
- B. Pro-Active: Acting in anticipation of future problems, needs, or changes.
- C. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.
- D. Preventive: To anticipate or act ahead of; to keep from happening.
- E. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.
- F. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
- G. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
- H. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
- I. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.
- J. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
- K. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as "maximum availability - down time/maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability.
- L. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
- M. Rebuild: To repair, especially to dismantle, rewind, machine and or reassemble with new parts.
- N. Fabricate: To construct or manufacture from prepared, standard, or custom components.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

- A. Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following (disregard components that do not apply to this agreement's elevators):
 - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
 - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
 - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
 - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts;
 - e. Rope brake devices, secondary braking devices,
 - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
 - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
 - h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 - i. Car and hoistway door gibs, including their attachments to the door panels.
 - j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 - k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
 - l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures

- including re-lamping (bulbs furnished by Purchaser), and all other related components and parts;
 - m. Alarm bells, emergency stop switches, emergency car lights, and batteries;
 - n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
 - o. Hoist, compensating, and governor ropes or belts and their fastening means, and all other similar or related components and parts;
 - p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 - i. Replace burned out light tubes or bulbs, furnished by Purchaser, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Purchaser's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
 - j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. 24/7 monitoring of the emergency communication devices per code requirements.
 - l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
 - m. Maintain, in fully operational condition, Elite type elevator position indicators.
 - n. Any panel that includes integral elevator information within the display.

- o. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - p. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
3. Additional Services:
- a. Cleaning:
 - 1) Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Purchaser to determine responsibility for cleaning.
 - b. Painting:
 - 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Purchaser.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.
 - c. Lubrication:
 - 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
 - d. Adjustment: Adjust the equipment as necessary:
 - 1) To the specifications found in this agreement.
 - 2) When required to maintain performance standards specified in this Agreement.
 - 3) When necessary to preserve the useful life of a part or assembly.
 - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
 - 5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Purchaser.
 - e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
 - 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.

- 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - 7) When more than one elevator requires repair, Purchaser, upon consultation with Contractor, shall establish priorities of accomplishment.
- f. Manufacturers' Parts and Lubricants: In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Purchaser.
- g. Adequate Parts and Parts Storage:
- 1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
 - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
- h. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to Purchaser within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to Purchaser, regardless of scope of responsibility, and make a prompt written report to Purchaser.

APPENDIX E -
CODE-MANDATED TESTS

- A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests including but not limited to:
- B. Annual no load slow speed test of car safeties, governors, and buffers.
 - 1. Five-year, full load, full speed test of car safeties, governors, and buffers.
 - 2. Monthly firefighters' service operational tests.
 - 3. Annual pressure relief tests on hydraulic elevators.
 - 4. Annual standby power operation tests on elevators.
 - 5. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device.
- C. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
- D. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- E. Contractor shall provide not fewer than five business days' prior notification to Purchaser of its intention to perform Category 5 rated speed, rated load tests such that a representative of Purchaser may witness the tests. Written reports of all "Periodic" tests shall be submitted to Purchaser. The Agreement Price shall include all such required tests during regular hours.
- F. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Appendix A of this Agreement. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Section 143250 Appendix A of this Agreement.
- G. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Appendix A of this Agreement.
- H. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- I. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.
- J. Contractor is responsible for ensuring all equipment included under Agreement is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.
- K. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the

elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.

- L. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.
- M. Contractor shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section L above.
 - 1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
 - 2. Interior finishes are EXCLUDED from the contractor's responsibility.

APPENDIX F -
INSURANCE

Unless the Purchaser provides alternative insurance requirements, the below requirements shall apply.

- A. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation or other documentation reasonably acceptable to Purchaser. All insurance shall meet the minimum requirements of this Section set forth below. During the term of this Agreement, Contractor shall, continuously maintain the following minimum insurance coverages:

Type of Insurance Coverage	Amount
Workers' Compensation and Occupational Disease	Statutory Limits
Employer's Liability, Including Occupational Disease Coverage	\$1,000,000
Property Damage Insurance for the protection of Contractor and Purchaser, as their interests may appear, covering all of Contractor's personal property, business records, fixtures and equipment located on the Property, and other insurable risks for "all risk" perils, excluding earthquake and flood.	Not less than the full insurance replacement cost of such property and the full insurable value of such other interests of Contractor
E Commercial General Liability, Including Operations, Contractual, and Completed Operations Coverages, Occurrence Basis (further described in B below)	\$10,000,000 Combined Single Limit for Bodily Injury and Property Damage
Commercial Automobile Liability Covering Owned, Non-Owned, and Hired Vehicles Used in the Performance of the Services	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

- B. The Commercial General Liability Insurance shall include, but not be limited to, coverage for death and bodily injury, property damage or destruction (including loss of use), product and completed operations liability, contractual liability, fire legal liability, personal injury liability and advertising injury liability.
- C. All insurance required to be carried by Contractor hereunder shall include the following provisions: (i) shall name Purchaser as additional insureds; (ii) shall release Purchaser, any Property Manager and any lender from any claims for damage to business or to any person or the Property or Building and to Contractor's personal property in the Building or Property, caused by or resulting from risks insured against under any insurance policy carried by Contractor in force at the time of such damage; (iii) shall be issued by Insurance companies authorized to do business in the State where the Building is located with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide; (iv) shall be issued as a primary and noncontributory policy; and (v) shall contain an endorsement requiring at least thirty days' prior written notice of cancellation to Landlord and Landlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy. Contractor shall deliver certificates of such policies together with evidence of payment of all current premiums to Purchaser within thirty days of execution of this Agreement and prior to performance of any Services or work. Any certificate of insurance shall designate Contractor as the insured, specify the Building location, list Purchaser (and its Property Manager and lender, if any) as additional insureds (with the additional insured endorsement attached thereto), and list Purchaser with Purchaser's current address as "Certificate Holder." Contractor shall take all necessary steps to renew all insurance at least thirty days prior to such insurance expiration dates and shall provide Purchaser a copy of the renewed certificate, prior to said policy's expiration date. If Contractor fails at any time to maintain the insurance required by this Agreement, and fails to cure such default within five business days of written notice from Purchaser or Property Manager then, in addition to all other remedies

available under this Agreement and applicable law for such default, Purchaser may terminate this Agreement without further notice or any penalty.

- D. Purchaser and Contractor each release and relieve the other, and waive the entire right of recovery for third party liability and any loss or damage that may occur to the Property, Building or any improvements thereto, or personal property of such party therein, by reason of any cause to the extent that such rights of recovery, claim, action or cause of action is or would be covered by insurance carried by either party or required to be obtained pursuant to this Agreement. This waiver applies whether or not the loss is due to the negligent acts or omissions of Purchaser, Property Manager or Contractor, or their respective officers, directors, employees, agents, contractors, or invitees. Each of Purchaser and Contractor shall have their respective commercial insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.
- E. Subject to the waiver of subrogation set forth above, nothing in this Agreement shall be construed to mean that Contractor assumes any liability on account of accidents to persons, or property, except those directly, or indirectly, due to acts or omissions of Contractor, its employees, subcontractors, servants or agents. Contractor shall not be held responsible or liable for any loss or damage to the extent solely and directly due to "Force Majeure" (defined below), with the exception of explosion caused by action or inaction of Contractor, its employees, subcontractors, servants or agents which shall continue to be the responsibility of the Contractor regardless of Force Majeure. In the event of Force Majeure, dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for such "Force Majeure."
- F. "Force Majeure" under this Agreement shall mean any delay in performance by either party to the extent resulting from any (i) strikes, lockouts, or labor disputes; (ii) failure of power or other utilities; (iii) inability to obtain labor or materials or reasonable substitutes therefor; (iv) war, governmental action, court order, condemnation, civil unrest, riot, fire or other casualty; (v) extreme or unusual weather conditions, acts of God or unforeseen soil conditions; or (vi) other conditions similar to those enumerated in this Section beyond the reasonable control of the party required to perform (except for financial inability which shall not be considered Force Majeure).
1. If either party is affected by Force Majeure it shall promptly notify the other of the nature and extent of the circumstances in question.
 2. Notwithstanding any provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of the obligation shall be amended accordingly.
 3. If at any time the Contractor claims Force Majeure in respect of the obligations under this Agreement with regard to the supply of the Services, Purchaser shall be entitled to obtain from any other person such Services as the Contractor is unable to provide.

APPENDIX G -
INDEMNIFICATION

- 88T
LH
- willful
misconduct or
- A. Contractor shall indemnify, defend and hold harmless Purchaser, and its respective officers, directors, affiliates and subsidiaries, agents and employees ("Indemnitees") from and against all actions, claims, losses, judgments, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorney fees) arising out of or resulting from any act of negligence in or about the Purchaser by Contractor or any of its officers, directors, agents, contractors, servants, licensees, employees or invitees. Contractor shall further indemnify the Indemnitees from and against any and all actions, cost, claims, losses, expenses and/or damages for or arising out of any personal injuries or to the death of any Contractor's employees working at the Purchaser and during the occupancy of all portions of the Purchaser to which said employees are permitted access except for any personal injuries or death directly or indirectly caused by, attributed to, or resulting from the acts or omissions of Purchaser or its employees. The provisions of this paragraph shall survive the termination of the Agreement.
- B. The Contractor acknowledges that it has reviewed site and equipment conditions covered by this Agreement prior to the date of commencement of this Agreement. The Contractor shall indemnify Purchaser against any claims during the Term of this Agreement for adjustment, repair, or replacement of all equipment for which the Contractor is responsible under this Agreement.
- C. Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party or parties seeking to be indemnified, whether determined by a court of competent jurisdiction with all appeals expired or exhausted, or pursuant to a written settlement and release agreement reasonably approved in writing by Contractor and Purchaser, and by their respective insurers, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.
- D. The term "Indemnified Parties" herein shall mean Purchaser, or Purchaser and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants and employees of all of the foregoing and anyone else acting for or on their behalf.
- E. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Agreement for one year.

APPENDIX G -
INDEMNIFICATION

- A. Contractor shall indemnify, defend and hold harmless Purchaser, and its respective officers, directors, affiliates and subsidiaries, agents and employees ("Indemnitees") from and against all actions, claims, losses, judgments, liabilities, damages, fines, penalties or costs of whatever nature (including reasonable attorney fees) arising out of or resulting from any act of negligence in or about the Purchaser by Contractor or any of its officers, directors, agents, contractors, servants, licensees, employees or invitees. Contractor shall further indemnify the Indemnitees from and against any and all actions, cost, claims, losses, expenses and/or damages for or arising out of any personal injuries or to the death of any Contractor's employees working at the Purchaser and during the occupancy of all portions of the Purchaser to which said employees are permitted access except for any personal injuries or death directly or indirectly caused by, attributed to, or resulting from the acts or omissions of Purchaser or its employees. The provisions of this paragraph shall survive the termination of the Agreement.
- B. The Contractor acknowledges that it has reviewed site and equipment conditions covered by this Agreement prior to the date of commencement of this Agreement. The Contractor shall indemnify Purchaser against any claims during the Term of this Agreement for adjustment, repair, or replacement of all equipment for which the Contractor is responsible under this Agreement.
- C. Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party or parties seeking to be indemnified, whether determined by a court of competent jurisdiction with all appeals expired or exhausted, or pursuant to a written settlement and release agreement reasonably approved in writing by Contractor and Purchaser, and by their respective insurers, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.
- D. The term "Indemnified Parties" herein shall mean Purchaser, or Purchaser and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants and employees of all of the foregoing and anyone else acting for or on their behalf.
- E. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Agreement for one year.

APPENDIX H -
CONTRACTOR'S PREVENTIVE MAINTENANCE
SCHEDULE AND MAINTENANCE CONTROL PROGRAM

Contractor to Insert MCP HERE

APPENDIX I -
SAMPLE MAINTENANCE LOG

Sample Maintenance Log				
Date	Mechanic	Time of Arrival	Time of Departure	Description of Service

APPENDIX J -
SAMPLE CALLBACK LOG

Callback Log

Date	Unit No	Time of Call	Person Reporting Issue	Time Mech. Arrived	Date/Time Unit Back into Service

Date	Unit No	Time of Call	Person Reporting Issue	Time Mech. Arrived	Date/Time Unit Back into Service

Description of the Problem:
Resolution Description from Mechanic:

Description of the Problem:
Resolution Description from Mechanic: