

SECTION 14 01 20

OWNERS FORM OF ELEVATOR

MAINTENANCE SPECIFICATIONS

FOR

ALBUQUERQUE HOUSING AUTHORITY

AT

EMBUDO TOWERS

&

WAINRIGHT MANOR

DATE: May 09, 2022

VDA NO. 61554/MP

Elevator Contractor [TBD](#)

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DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

14 01 20 – Maintenance of Elevators – Full Coverage Contract and Specifications:

Wainright Manor

Elevator PE1 (hydraulic modernized in 2018)

Elevator PE2 (hydraulic modernized in 2018)

Elevator PE3 Original to building Hydraulic

Embudo Towers

Elevator PE1 Original to building Hydraulic

Elevator PE2 Original to building Hydraulic

Elevator PE3 (Traction MRL installed in 2017)

Elevator PE4 (Traction MRL installed in 2017)

This service will be furnished for the period of One (1) base year, with the Four (4) one year option periods. All replacement parts, repairs, adjustments, and associated services, as specified herein, shall be supplied, installed, performed, and conducted at the Contractor's sole cost and expense unless otherwise specified herein.

PART 1 - ADDITIONAL GENERAL SERVICE CONDITIONS TO CONTRACT

1.1 GENERAL INTENT OF MAINTENANCE SERVICES

- A. The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the Purchaser shall compensate the Contractor for such services rendered.
- B. It is the intent of this Contract to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Purchaser the absence or omission of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded; or prorated herein.

- C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the O.E.M specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

1.2 DEFINITIONS OF TERMS

- A. The term "Purchaser" or "Owner," as used herein, refers to the person, organization, corporation or other entity representing building ownership and the relative responsibilities under this contract.
- B. The term Purchaser's or Owner's "Agent," "Designee," "Representative" or references of similar import, as used herein, refers to any outside agent hired or retained by the Owner(s) for the purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this contract.
- C. The term "Authority," "Governing Authority (GA)", "Authority Having Jurisdiction (AHJ)," or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.
- D. The term "Contractor," "Elevator Contractor" or "Vendor" as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies having an agreement with the "Purchaser / Owner" to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. The term "Subcontractor," as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.
- F. The term "Consultant," as used herein, refers to VDA.
- G. The term "Agreement," "Contract" or "Contract Documents," as used herein, consists of this specific document, pages 1 to 25; and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Agreement.

1.3 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in the Contract Document, shall mean the following:

AIA	American Institute of Architects
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ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
A.H.J.	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.4 AGREEMENT COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.
- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, the contract specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the agreement is also covered by the contract specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. Maintenance coverage shall include, but is not limited to, preventive services, call-back services, inspection and testing services, repair and/or direct replacement component renewal procedures.

1.5 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working days of the elevator trade, 8:00 A.M. to 5:00 P.M., Monday through Friday, except union designated holidays. Contractor to provide a list of union designated holidays.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Purchaser or Owner Designee.
 - 1. Owner retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's / Purchasers' extraordinary obligation is extra premium labor costs only.

2. Callback services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein
- C. Travel time for all billable callback services shall be capped at 1.0 hours (roundtrip) per callback.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Qualified Technicians and Mechanics directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Designee or Purchaser.
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this paragraph, will be performed at a fee not to exceed the standard rate in effect at the time service is performed.
 1. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at contractor's expense.

1.7 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of the end of each billing period. In addition, Purchaser shall pay any tax imposed upon the contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services. No additional travel and/or sundries fees will be permitted.
 1. Payment for Callback services shall be included in the fixed monthly lump sum price for services rendered twenty-four (24) hours per day, seven (7) days per week, without extra charge to the Purchaser / Owner.
 2. Payment for Emergency Callback services shall be invoiced for all callback services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A" and adjusted on an annual basis in accordance with terms specified herein.
 3. Exception to the above statement is as follows regarding payment for after-hours work:
 - a. Any calls placed to the contractor on or before 1:00 p.m. Monday through Friday with the exception of Union holidays and not answered until after 5:00 p.m. will not be charged to the owner.
 - b. Calls not answered after hours which result in the elevator being shut down for extended periods of time may result in the owner withholding monthly payment until such instances are discussed between the two parties.

- c. Payments for monthly service will be based on compliance with entire maintenance agreement herein including the following:
 - 1) Monthly Maintenance records must be updated and kept on site in the Code required Monthly PM Check Chart.
 - 2) All site visits, regardless of their nature shall result in the contractor's employees leaving onsite a time ticket of work performed in such an area designated by the owner.

1.8 BREAKDOWN, MALFUNCTION OR DAMAGE

- A. Immediately upon the Contractor's discovery of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, they shall advise the Owners Representative and the Contractor shall place such "Out of Order" or warning signs as are appropriate with necessary barricades or other required protection as directed by the Owners Representative. Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.9 GENERAL OBLIGATIONS

- A. Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain, or display any signs, posters, or advertising at the Site of the Work. Interior signs affecting public safety and security shall be in accordance with guidelines established by the Owner and shall be subject to the approval of the Property Manager.
- B. In order to effectuate the policy of the Owner, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which affect the Contract and the performance thereof, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. The Contractor shall apply for any permits, licenses, or variances in the name of or on behalf of the Owner, where required by law or by the immediately preceding sentence shall obtain express written approval from the Governing Authority.
- C. The Contractor shall provide qualified labor or other assistance on behalf of the Owner for work performed by other trades, professionals, inspectors, and Property Manager's personnel when conditions warrant or upon request of the Owner. The Property Manager shall approve all requests for the Contractor's labor assistance and, when applicable, shall approve requests for additional compensation by the Contractor under "Extra Work" provisions included herein.

1.10 COMMUNICATION

- A. CUSTOMER REPRESENTATIVE: A representative of the Contractor will be available to discuss with Manager the elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use, and care of the Units.

- B. **MONTHLY MEETING WITH MANAGER:** Account Representative shall meet with Manager on a quarterly basis. The meeting should consist of the following agenda items: (1) status of the account, (2) review of the prior month's activities, (3) review of any problem areas and (4) occupancy level review. Account Representative shall prepare and distribute minutes for these meetings.
- C. **REPORTS:** Contractor shall provide at each monthly meeting, detailed reports of the previous months activities including details by unit of all callbacks, repairs, testing, preventive maintenance along with dates, reason for car out of service, time taken out of service, task performed (PM, callback, repair, etc.), resolution to any problems, time placed back in service, total time out of service and a listing of all credits to be issued as a result of non-compliance with the requirements of this specification.

1.11 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- A. Full comprehensive service and repair coverage shall be included under the terms of this agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the contract specifications shall be fully covered under this agreement regardless of application, method or cost assignment for the life of the contract.
- D. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to the Owner.

1.12 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or parts other and different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.13 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and callback service, including a Maintenance Control Program (MCP) shall be kept in the machine room or other designated location at the site of work, per the requirements of the local AHJ. These records are

to be available to Owner's Designee at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations. Records shall be kept on site for the life of the contract. Upon request at the termination, a copy of the records shall be provided to the owner. The contractor will interface and utilize the owners web-based maintenance software and shall maintain up to date records of all activities related to the elevators. The owner will provide all necessary system training.

1.14 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.
- A. Contractor shall provide quarterly to the Property Manager, detailed reports of the previous quarter activities including details by unit of all callbacks, repairs, testing, preventive maintenance along with dates, reason for car out of service, time taken out of service, task performed (PM, callback, repair, etc.), resolution to any problems, time placed back in service, total time out of service and a listing of all credits to be issued as a result of non-compliance with the requirements of this specification.
 - 1. Callback events and preventative maintenance records will be delivered to management on a monthly basis via electronically, mailed or via OEM online service no later than the 15th of the following month.

1.15 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the Owner, render a report of inspections, repairs or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed, and supply samples of lubricants, compounds, or other materials employed.
 - 1. Contractor shall prepare and issue all required forms and/or reports relative to examinations, tests and inspections as specified herein.

1.16 NON-PAYMENT

- A. The Purchaser/Owner may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the Purchaser/Owner will retain the monthly payment to the Contractor until the Consultant verifies that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance is noted, the Owner has the right to immediately cancel the Contract without notice to the Contractor.

- B. The Consultant, Purchaser and/or Owner's Designee may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after three (3) days written notice and/or email to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of the contract.
 2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
 3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
 4. Damage to the building and / or equipment as a result of work performed or another subcontractor's failure to perform.

1.17 ERRORS AND OMISSIONS

- A. Contractor shall notify the Purchaser and Consultant in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance contract specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the agreement.
1. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication if any, is not intended to expand coverage or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the Purchaser.

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a minimum of one **(1) hour** per unit on site **per month**, that is to be dedicated to routine preventive maintenance. - **Owner/Managing agent shall be credited the hourly billable service costs for any hours not provided under this agreement per month on a per hour cost basis plus 15% for wear and tear as listed in exhibit A.**
- B. If for any reason the owner/owners managing agent notifies the contractor that maintenance services are not allowed/required for any said month(s), the contractor shall not be penalized for not performing their required hours for that period.
1. Automatic door systems, power operated door systems and manual door/gate systems complete
 - a. Power operator and engagement linkages

- b. Car door top track and hanger roller assemblies.
 - c. Car doors and gate, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors and gates.
 - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch, or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
2. Car frame, platform and car safety devices complete
- a. Crosshead, stiles, , , tie rods, supports and related structures.
 - b. Car guides, car rollers, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - c. Sub-platform, under car platform fireproofing, car sills with support cradles top/side exit access operating/safety hardware and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.
3. Controls, selectors, solid state power drives, encoding devices, transformers with related wiring, conduit, and circuitry complete.
- a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders, and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - c. Filters, fans, blowers, control cabinet air conditioning, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards, and printers.
 - d. Cabinets, frames, isolation pads, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
 - e. Verify operation of Emergency Evacuation Systems annually and/or Battery Lowering and replace batteries, if required.
4. Hoistway and pit equipment
- a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - c. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - d. Car buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - e. Pit safety switches, , access ladders, light switches, lighting assemblies, bulbs, and guards.

5. Operating and signal fixtures with electrical wiring
 - a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete including batteries.
 - e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
 - f. Remote monitoring systems, controls, monitors, printers, and related apparatus.
6. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
7. Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, shaftway lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Relamp as needed.
8. Component Exclusions:
 - a. The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
 - b. Car enclosures (including removable panels, suspended ceilings, lighting fixtures (lamps are included), light diffusers, floor coverings, entrance thresholds, trim and car panel doors). Hoistway enclosures, entrance frames and door panels.
 - c. Below grade hydraulic cylinders and buried piping.
 - d. Machine room power disconnect switches together with fuses, power wiring located before the means of primary disconnect, power fuses or circuit breakers located in the primary means of disconnect, elevator machine room general lighting and ventilation. Cab, Pit and shaftway lighting fixtures and wiring (lamps are included). Support structures for machine beams or other apparatus normally provided by others and not subject to preventative maintenance procedures by the Elevator Contractor, machine room or other equipment access doors with associated locks, closers, and labeling.
9. NOTE: Any items not specifically excluded will be covered under this agreement.

2.2 CLEANING

- A. The Contractor shall during the course of all examinations remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Prior to each annual anniversary

date of this Agreement, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust and debris each year.

2.3 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound per O.E.M. recommendations or otherwise as needed. Painting of the machine room floor will be painted when both parties determine that the floor is in poor condition. The machine room floor shall be painted annually , when required with a good quality deck enamel.

2.4 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
1. Semi-Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 2. Mandated inspections and testing in accordance with the latest ASME A17.1 standards applicable per local law and/or as required by the AHJ.
 3. Payment of all relative fees per the AHJ shall be by the Owner.
 4. As required, the Contractor shall correct noted deficiencies in addition to preparation and filing of appropriate Affirmation of Correction(s) within the stipulated timeframe as required by the AHJ. Applicable fees associated with this filing shall be covered under the terms of the agreement.
 5. Where required work necessary to resolve aforementioned deficiencies is not covered under the terms of this agreement, Contractor shall submit proposals in a timely fashion in an effort to meet applicable correction deadlines within five (5) business days on critical items otherwise, within fourteen (14) business days in an effort to meet applicable correction deadlines.
 - a. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
 6. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME standards.
 7. The Owner retains the right to have these tests performed on a not-to-interfere basis at any hour of the day and any day of the week; and the cost for overtime work shall be limited to the premium labor portion for work performed on an overtime basis.
 8. Contractor shall maintain ASME code-required safety tests, fireman's service tests, telephone/intercom tests and emergency power tests on site.
 9. Contractor shall maintain monthly oil consumption records on site in accordance with ASME A17.1 Safety Code and/or as required by the AHJ.

- B. The Contractor shall conduct testing procedures in accordance with the applicable ASME A17.1 standards at intervals specified and/or local code requirements in place at commencement of contract, complete and execute all governing authority filing procedures including payment of all associated fees or other charges where mandated by local authorities, and forward confirmation of all authority required filings to the Manager within ten (10) working days of the date the test procedure was completed. Any fines incurred for failure to complete required testing or for filing irregularities will be paid by the Contractor.
1. Annual Hydraulic Elevator Safety Test
 - a. Contractor shall perform an Annual Hydraulic Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Hydraulic Elevators covered by this Contract, and/or as required by the AHJ.
 - b. All code required testing shall be included in this agreement.
- C. The Owner may engage the services of a third-party qualified and certified agency for the sole purpose of mandated inspections of the equipment per local code authority requirements. The Contractor shall conform to the third-party agency schedule and provide qualified labor to assist in these inspections (including assistance in gaining access to hoistways, pits and machine rooms) at no additional charge to Owner.
- D. The contractor shall pay any additional permit fees for the Overtime Testing unless required by the owner and/or owner's representative. The contractor shall submit to the owner official confirmation of receipt from the Department of Public Safety, or local AHJ of all required paperwork and fees. Permit fees are to be included in the maintenance fee.
- E. The Contractor shall be responsible for the payment of any fines or retesting fees and all applicable labor should an inspection failure be as a result of any component or system covered under this maintenance agreement. Should an inspection failure be the result of both a component or system covered under this Contract and a related building system that is the responsibility of the owner, the cost of re-inspection shall be proportionally split between the Contractor and Owner.
1. The Contractor shall file for and obtain any abatement necessary should any violation noted by an inspector be found to be cited in error with the applicable code.
 2. It shall be the Contractor's responsibility to contact the Property Manager to establish mutually convenient dates for the performance of the inspections and tests. Where possible, these inspections and tests shall be scheduled so as to coincide with the Contractor's regular maintenance inspections on a "not to interfere" basis.
 3. Any deficiencies discovered as a result of the inspections and testing, whether witnessed by an Owner representative or not, shall be characterized as follows:
 - a. Condition I - "Immediate"
 - b. Condition II - "Priority"
 - c. Condition III - "Routine"

- 1) Condition I - "Immediate" shall be utilized for life safety or other immediate deficiencies that adversely affect normal, safe operations and mandate removal of the unit from service at the time of testing. Upon the occurrence of the aforementioned, the Contractor shall notify the Owner verbally and provide a written confirmation prior to 10:00 AM on the next regular business day. Work required to correct such deficiencies shall be proposed immediately and, upon approval and completion, notification given to the Owner to witness the re-inspection procedure.
 - 2) Condition II - "Priority" shall be utilized for those deficiencies which could become life threatening or further impair the safe operation of vertical transportation systems. Condition II "Priority" deficiency classifications shall be applied to units and/or conditions that will create critical service interruptions. Required repairs, replacements and adjustments shall be proposed for corrective actions and re-inspection within forty-eight (48) hours of recording the deficiency. The Property Manager will approve the extra work proposals and coordinate this mandated work based on the severity of the reported condition and building operations.
 - 3) Condition III - "Routine" shall be utilized for deficiencies that may be addressed as soon as possible. Such conditions and/or deficiencies shall not be considered as safety infractions or conditions that will otherwise cause unscheduled removal from service of units or create conditions that will hamper regular building operations. The Contractor shall issue itemized proposals for recommended extra work procedures within two (2) weeks of recording the deficiency.
4. When repairs, adjustments or other equipment replacements are instituted over an extended time period, the Contractor shall update reports and ensure outstanding deficiencies are indicated on any new inspection or test procedures that may be undertaken prior to the satisfactory completion of work previously specified.
 5. The Owner and/or designated representatives shall retain the right to witness all re-inspection and/or test procedures as required to expunge the outstanding deficiencies.

2.5 CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide emergency callback service which consists of promptly dispatching qualified employees in response to requests from the Owner or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.
 1. Callback service in response to passenger entrapments shall be provided within one-half (½) hour during regular working hours and within one (1) hour during overtime periods.
 2. Callback services for out-of-service units that have been secured by the Owner's Representative shall be provided within one (1) hour during regular working hours and within two (2) hours between 6:00 a.m. and 8:00 a.m. and 4:30 p.m. and 6:30 p.m. Monday through Friday, except holidays.

3. Callback services for out-of-service units that have been secured by the Owner's Representative shall be provided within three (3) hours at all other times not specified above in "1" or "2."
4. Callback services for non-essential system malfunctions that do not constitute an operational or other safety condition shall be provided during normal working hours of regular working days within four (4) hours of the request for service.

2.6 OWNER'S RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL

- A. In addition to the Contractor's management and supervision of services specified herein, the Owner shall retain the right to monitor the actions of the Contractor and services rendered.
- B. The Owner may employ direct labor for management supervision or indirect outside consultants, inspectors, engineers or other qualified personnel to monitor the maintenance services provided by the Contractor with the understanding that such actions do not limit the Contractor's responsibilities for management of services or supervision of personnel.
- C. When conditions warrant, in the opinion of the Owner, the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the Owner or his representatives to evaluate the services rendered, work performed and equipment conditions.
- D. There shall be no extra charge to the Owner for normal coordination of services, scheduling procedures, reporting requirements, or other service management and supervision mandated under the terms of this Contract to include assistance labor as specified above when assigned personnel are removed from normal duties without replacement by additional personnel for such assistance to the Owner.
- E. In the event the Contractor changes assigned management or supervisory personnel, the Owner shall retain the right to interview and evaluate all new personnel assigned for direct or indirect management and supervision of this Contract work.
- F. In the event the Contractor union affiliated personnel fail to perform their duties satisfactory to the Owner or display an attitude that is not conducive to good relationships or proper servicing of the elevator systems, the Owner may request a position reassignment based on submission of substantial evidence that such Contractor employee is not serving the best interests of the building and/or the Contractor in performing services specified herein. The Contractor shall honor said request within twenty-four (24) hours of notification and provide labor satisfactory to the Owner.
- G. The Owner reserves the right to purchase related vertical transportation system services, attachments or other appurtenances not covered under the terms of this Contract from other than the Maintenance Contractor. The Contractor shall cooperate and assist the Owner in coordination of such projects or acts to insure safe and adequate transportation is provided. When conditions warrant, in the opinion of the Owner, the Contractor shall provide technical assistance to the Owner upon request.

2.7 CONFIDENTIALITY

- A. The Owner may provide information to enable Contractor to render services hereunder, or Contractor may learn information about property or develop such information from Owner. Contractors 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 Owner as confidential.
 2. Not to disclose and such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Owner to any person, form or corporation or use the same in any manner, whatsoever, without first obtaining Owner's written approval, except to the extent necessary in connection with performing services or when required by law.
 3. Contractor shall no, in the course of performance of this Agreement, or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, 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 Owner.

2.8 SECURITY

- A. Contractor and Contractor's personnel shall comply with all security regulations and requirements of Owner and Owner's tenants.
- B. Contractor and Contractor's personnel shall submit to security background checks as required.

2.9 OBSOLESCENCE

- A. For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair, rebuild or refurbish parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier in the same form, fit and/or function. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
1. The exception to the above shall be the full warranty and replacement of any controller drive(s), proprietary or non-proprietary which shall be replaced at no cost to the owner, if for any reason the drive(s) is no longer manufactured, but can still be obtained or repaired, either through the original manufacturing company or a third-party provider. If the drive(s) are no longer manufactured and no longer available through the original manufacturing company or a third-party provider and cannot be repaired, the drive(s) will then be considered obsolete, and the owner shall be responsible for 30% of the cost of the drive(s) but shall not be charged any labor costs.
- B. In the event of component obsolescence as defined in paragraph A above, the condition shall be reported to the Owner with the following information:

1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
2. Procurement and installation time for restoration of system service.
3. Any local law or safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).
4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity and safety.

C. Payment for obsolescence work shall be based on the extra cost to the contractor only.

1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided under Exhibit "A" shall be used to compute the extraordinary labor charge if applicable.
 - b. 30% of the actual material cost deemed obsolete (with no mark-up) will be paid to the contractor by the Owner.
 - c. If the part is custom makeable, in the same form, fit and function, the Owner will pay up to 40% of the cost of that part. The Owner shall not be responsible for labor cost associated with this repair or fabrication.
 - d. At Owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
2. Subsequent to the Owners authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.

D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:

1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
2. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third-party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner's sole discretion.

NOTE: No other claim for obsolescence of any kind will be considered by the Customer during the course of this agreement.

2.10 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:

1. Examination, repair and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
2. Maintenance of pit, hoistway and machine room lighting to include relamping, wiring and switch controls.
3. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the purchaser.

B. Monthly Firemen's Recall Service –

1. Monthly Firemen's Recall Service Tests following the ASME Code A17.1/A17.2 requirements must be performed monthly, and Test Logs kept current and stored in an accessible location in the Elevator Machine Room / Space, and/or per the requirements of the Local AHJ.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed thirty (30) pounds. The following performance schedule shall be adhered to:

1. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed.
2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within 1/4" \pm of the floor level without relevering regardless of load.
4. Door Operating Times:

<u>DOOR TYPE</u>	<u>OPENING</u>	<u>CLOSE</u>
42" x 84" side opening	2.4 sec.	4.7 sec.
Door dwell time for hall calls:	4.0 sec with Advance lantern signals	
Door dwell time for hall calls:	5.0 sec without Advance lantern signals	
Door dwell time for car calls:	3.0 seconds	
Reduced non-interference dwell time:	1.0 seconds.	
5. Floor to Floor Time (Flight Time):	12.6-14.5sec.	

- B. Maintain the following ride quality requirements for the passenger elevators:

1. Vertical accelerations shall not exceed 14 milli-g and horizontal accelerations shall not exceed 20 milli-g.
 - a. The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s² (1 milli-g) in the range of 0-2 m/s² over a frequency range from 0-80 Hz with ISO 8041 filter weights applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPa (8.7psi).
2. Amplitude of acceleration and deceleration shall not exceed 4.0 ft/sec².
3. A sustained jerk shall not be more than twice the acceleration.
4. The rate of change in the acceleration/deceleration rate shall not be greater than 8.0 ft/sec³.

3.2 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common callback service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware. Contractor shall provide the owner an inventory of the part inventory within 90 days of signing this contract.
- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Purchaser per the maintenance agreement.
- C. Basic materials, parts and equipment described above for extra cost maintenance or repair procedures and minor callback service repairs shall be stocked within the confines of the building in areas designated and assigned by the Owners Representative.
- D. Additional parts or other equipment required for maintenance and repair of the systems may be stored at the Contractor's facilities with the understanding delivery of same for emergency procedures must be made within four (4) hours to the job site. Other materials and equipment normally not stocked by the Contractor locally must be available within twenty-four (24) hours for delivery to the job site from remote facilities and/or Supplier Contractor's responsible to the Contractor for stocking the materials or equipment. Once material/part/s is on site (and not considered a major repair requiring 2 men) the Contractor shall have personnel installing components within 24 hours of receiving material. For major repairs, requiring a 2-man crew, the repair must the Owner immediately and get authorization for additional time, if needed, but be completed within no more than 5 business days.
- E. If the requirements for stockage of parts as defined herein are not met on any item, the Contractor shall immediately notify the Owners Representative in writing as to the circumstances and provide a confirmed delivery date for the required materials and equipment.

- F. Spare parts and materials for preventative maintenance on site shall be cataloged and inventoried. Such parts may be used by the Contractor for duties specified herein and replaced at the Contractor's cost when such materials are covered under the terms of this Contract.

3.3 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

3.4 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the maintenance procedure.

3.5 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Purchaser's or Purchaser's Designee at the property, (iii) conduct any handling of Purchaser's Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Purchaser's name, or enter into any agreement on behalf of Purchaser in connection herewith (unless expressly pre-authorized in writing by Purchaser), (v) safeguard the physical security of Purchaser's Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Agreement, will have access to any of Purchaser's Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Purchaser's employees for any purpose. The Parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in

full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

3.6 VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to Purchaser/Owner by or on behalf of a governmental authority or its agents having jurisdiction over the building for violation of any law, code, ordinance, rule or regulation pertaining to the maintenance, repair or replacements of the Owner's vertical transportation system and/or its component parts or conditions pertaining thereto, which are the responsibility of the contractor to maintain, repair or replace under the Contract, the contractor agrees to indemnify and hold Owner, its officers, agents, servants and employees harmless from and against Owner, and contractor agrees that it will, at its own cost and expense, answer such process and defend Owner before any administrative tribunal or court having jurisdiction over the matter and shall comply with and pay any judgment, award or fines imposed, and contractor shall timely correct and cure any violation condition and certify correction/cure of such condition(s) to the adjudicating body and/or issuing governmental authority, as may be required, and shall timely prepare and file the necessary certification, affidavit and supporting proof necessary to obtain removal, correction, discharge, or dismissal of the violation on the agent records.

3.7 CHANGES IN SCOPE

- A. The Owner's/Owner's Representative may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this Agreement, an equitable adjustment shall be made, and the Contract modified in writing accordingly. If the Owner's/Owner's Representative and Contractor fail to agree upon the adjustment to be made, the Owner's/Owner's Representative reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Owner's/Owner's Representative removes one or more elevators named in this Contract from service in order to perform work on such elevators that is outside the scope of this Contract, the monthly payments due the Contractor and the minimum maintenance hours required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or Contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, the Owner/Owner may negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, the Owner/Owner may issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with this Section. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

3.8 CALLBACK GUARANTEES

A. Callback Rate

1. Callbacks shall be monitored and reported quarterly on an annualized basis. For measurement purposes callbacks shall be grouped and averaged on an annualized basis by common control group. Callbacks for items not covered by the Contract (i.e. vandalism, water or fire damage callbacks that have been billed to the customer and paid by mutual agreement) will not be included in the calculation (repetitive running on arrival or no problem found callbacks will be assumed to be problems not identified and fixed and will be included in the calculation. For purposes of this Paragraph repetitive callbacks shall be defined as three or more callbacks on a single elevator that are reported within thirty (30) days with similar symptoms and diagnosed by the Contractor as running on arrival or with no problem found.
2. Once a year in the month following the anniversary date of the Contract the Contractor and the Owner will review the callback data submitted with the annual Inspection and Evaluation report. If the annualized callback rate for any elevator is less than 90 Days MTBC (Mean Time Between Callback) the monthly fee for each unit will be reduced, as liquidated damages, during the next twelve (12) months (until the next annual calculation) by ten percent (10%).

3.9 MINIMUM HOUR GUARANTEES

- A. Contractor's failure to provide the specified monthly minimum hours for routine preventative maintenance on an averaged quarterly basis shall result in Contractor providing a refund to the Owner for the unexpended hours at the "Straight Time Rate Hourly Selling Price" or overtime rate, if appropriate, for Maintenance Mechanics listed in Exhibit A, price adjusted as appropriate. The amount to be refunded shall be deducted from the monthly fee in the month(s) following each quarterly anniversary date of the Agreement or refunded by check at the option of the Owner. The amount shall be determined as part of the quarterly review of Reports required in Section 3. If Contractor fails to provide the required Minimum Monthly Maintenance Hours as provided in Contractor's Schedule of Unit Prices and Minimum Monthly Maintenance Hours for two (2) consecutive quarters, the Owner has the right to immediately cancel the Agreement and to pursue any other available remedy.

3.10 REPORTING GUARANTEES

- A. Failure to provide Quarterly or Owner's/Owner's Representative Reports within the time frame specified in Section 1 will result in an automatic reduction of the monthly fee of ten percent (10%) for a three (3) month period as liquidated damages. Damages will be cumulative quarter to quarter. If the quarterly reporting requirements are missed for two consecutive periods, the Owner/Owner has the option to immediately cancel the Contract or to pursue any other available remedy.
- B. Failure to provide Efficiency and Maintenance Survey Inspection Reports within the time frame specified in Section 2 will result in an automatic reduction of the monthly fee of ten percent (10%) for a one (1) year period as liquidated damages. Any assessed liquidated damages will be

cumulative year to year. If the yearly reporting requirements are missed for two consecutive periods, the Owner/Owner has the option to immediately cancel the Contract or to pursue any other available remedy.

3.11 INFORMATION LIBRARY REQUIREMENTS

- A. Contractor shall have and maintain, for the duration of this Agreement, a reference library of information containing, but not limited to, the applicable and current ANSI/ASME A17.1 and A17.3 Safety Code for Elevators and Escalators, current ANSI/ASME A17.2 Inspector's Manual, manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), parts and assembly list and other basic information needed to properly test, adjust and maintain the equipment covered by this Agreement. If technical documentation unique to the Owner's installation is not available to Contractor, Owner's Representative shall assist Contractor in obtaining that information which is available to Owner's Representative.

3.12 TESTING GUARANTEES

- A. All Elevators: Failure to complete the code required annual no-load and/or five year full load safety test(s) within thirty (30) calendar days of the appropriate anniversary date will result in an automatic reduction of the monthly contract price of 25% for each thirty-day period the test(s) are overdue. If the test(s) become overdue, the thirty-day grace period is eliminated, and any penalties will be applied from the due day. (Example: test(s) are forty-five (45) days overdue; penalty will be 50% of two (2) months billing.)

3.13 INSPECTION CORRECTION GUARANTEE

- A. Contractor shall correct any Contract covered AHJ inspection related Violation(s) required items within sixty (60) days or sooner if designated by the AHJ from documented notification to the contractor.
- B. Failure to complete the code-required inspection corrections within sixty (60) days of the notification or issuance or violation will result in the Contractor refunding \$150.00 per unit, per month not in conformance and any associated re-inspection fees. Payment shall be by deduction from the normal maintenance billing. If a refund for overdue safety test(s) occur for two (2) consecutive thirty (30) day periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.
- C. Contractor shall correct any Owner's Consultant inspection related QEI Violations or Deficiencies within sixty (60) days from notification or issuance of report.
- D. Failure to complete the Owner's Consultant inspection related QEI Violations or Deficiencies within sixty (60) days of the notification or issuance or report will result in the Contractor issuing a refund of \$500.00 per unit not in conformance and any associated re-inspection fees. Payment shall be by deduction from the normal maintenance billing. If refund for inspection related QEI Violation/Deficiencies occur for two (2) consecutive periods, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

1. However, Contractor shall not be penalized for QEI Violation/Deficiencies not completed with the sixty (60) days if contractor can provide a schedule for maintenance, repairs or said violations to be completed within ninety (90) days due to delays in equipment or material orders. If upon the ninety (90) days, the outstanding issues have not been completed, the Owner has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

3.14 NON-CONTRACTUAL CORRECTIVE ACTION NOTIFICATION TO OWNER

- A. When, in the opinion of the Contractor, corrective action is needed, but considered within the terms of this Contract, to be the responsibility of the Owner's/Owner's Representative rather than the Contractor, a written report detailing the nature of such action shall be promptly delivered to the Owner/Owner for further action (promptly is defined as within five (5) working days of becoming aware of the need for corrective action). If such corrective action is considered to be needed on an emergency basis, that is, necessary to maintain an elevator in service or correct a safety-related problem notification of the nature of such corrective action shall be immediately provided by telephone and e-mail to the Owner's/Owner's Representative.

3.15 CONTRACTUAL REQUIREMENT GUARANTEE

- A. The Owner may have the Contractor's work and system performance checked by the Owner or a Consultant to ensure the Contractor is performing in accordance with this Contract. If the Owner or a Consultant determines that the contractual requirements are not being maintained, the Owner may retain the monthly payment to the Contractor until the Owner, or a Consultant verifies that the work performance is back to standard. The Contractor shall pay re-inspection costs incurred by the Owner for a Consultant by deduction from the monthly maintenance fees. If two (2) consecutive inspections by the Owner or a Consultant (two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being maintained, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

3.16 RESTRICTED DOOR OPENING GUARANTEE

- A. If an elevator is furnished with a restricted door opening device and said device is inoperative in a manner or pattern that indicates its ability to function as intended was other than by random failure the monthly contract price for that elevator will be reduced by 50% for each full and/or partial thirty-day period the device is inoperative after contractor has been notified as liquidated damages if requested by The Owner. (Examples: 1) The device is inoperative (as defined above) for forty-five (45) days; liquidated damages will be 50% of two (2) months billing. 2) the device is inoperative (as defined above) for 1 day; liquidated damages will be 50% of one (1) months billing.). Final determination for why a restricted door opening device is inoperative will be made by The Owner.

3.17 RELIABILITY GUARANTY

- A. Contractor shall correct any system malfunction which requires the removal of a unit from normal operating service within forty-eight (48) hours of the initial failure. If the unit is not returned to service within the specified time allotment, the Contractor shall reduce the subsequent monthly maintenance charge for the unit by amount equal to five percent (5%) of the total monthly unit price for each twenty-four (24) hour period the unit is out of service from the date of system malfunction. However, Contractor shall not be penalized for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.

In witness whereof, the parties hereto have executed this Agreement on the day and year written below.

CONTRACTOR _____

BY _____

TITLE _____

OWNER _____

BY _____

TITLE _____

DATE: This _____ day of _____ 20_____

WITNESS _____

☐ Rider A attached and made a part of this Agreement.

☐ Exhibit "A" attached and made a part of this Agreement.

☐ Exhibit "B" attached and made a part of this Agreement

RIDER A

- A. A credit shall be allowed from the contract price based on occupancy of the building during each year of the contract. This credit shall be adjusted in accordance with the following schedule:

<u>Occupancy</u>	<u>Credit</u>
Below 50%	25%
50 - 70%	10%
71 - 90%	5%
Above 90%	None

1. Current occupancy data to be furnished to Contractor bi-annual
Date: _____
Occupancy Rate: _____
- B. Owner shall deliver to Contractor a building stacking plan with a summary of actual occupied and unoccupied Net Rentable Area (NRA) on the effective date of the contract and quarterly thereafter.
- C. Vacancy credit calculations – Vacant space for purposes of determining the occupancy credit shall include the following areas: (i) non-leased vacant, (ii) leased but unoccupied, (iii) leased but under-utilized (i.e., portion of an otherwise occupied Net Rentable Area (NRA) that consists of vacant offices/workstations), and (iv) special use spaces that are not occupied (i.e., data centers, vaults, access controlled, etc.).
- D. Minimum Annual Maintenance Hours will be reduced by the same percentage as the occupancy credit applied. Contactor must provide written certification the equipment complies with all Contract required performance parameters before reducing the Minimum Annual Maintenance hours under this contract provision.

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 61554	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 or 1.7 Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Maintenance Mechanic						
Repair Mechanic						
Modernization Mechanic						
Helper						
Foreman/Adjuster						
Other						

*Hours and Days of the Week that the Rate applies: _____

**Hours and Days of the Week that the Rate applies: _____



EXHIBIT "B"

CONTRACTOR'S SCHEDULE OF UNIT PRICES

Wainright Manor

TYPE OF UNIT	BUILDING ELEVATOR (DESIGNATION)	(1) MONTHLY MAINTENANCE CHARGE EACH	TOTAL ANNUAL PRICE (1) x 12 MONTHS
Hydro	PE1		
Hydro	PE2		
Hydro	PE3		
TOTAL MONTHLY PRICE FOR Three (3) UNITS		\$	
TOTAL FIRST YEAR ANNUAL PRICE FOR Three (3) UNITS			\$

Embudo Towers

TYPE OF UNIT	BUILDING ELEVATOR (DESIGNATION)	(1) MONTHLY MAINTENANCE CHARGE EACH	TOTAL ANNUAL PRICE (1) x 12 MONTHS
Hydro	PE1		
Hydro	PE2		
MRL	PE3		
MRL	PE4		
TOTAL MONTHLY PRICE FOR Four (4) UNITS		\$	
TOTAL FIRST YEAR ANNUAL PRICE FOR Four (4) UNITS			\$