

**10 Park Place, Newark, NJ
Elevator Maintenance Specifications
(Five (5) Traction Elevators)**



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SECTION 14 01 20

**OWNERS FORM OF VERTICAL TRANSPORTATION
MAINTENANCE CONTRACT AND SPECIFICATIONS**

FULL COVERAGE

FOR

**FIVE (5) ELEVATORS
(PE1 – PE5)**

AT

**10 PARK PLACE
NEWARK, NJ**

DATE: November 2, 2021 (1st Draft)

VDA No. 62444/ GRL

Elevator Contractor:

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- 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 to the Purchaser that 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, Maintenance Control Program 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 "Property Manager" as used herein is an individual or company that is hired to oversee the day-to-day operations of a unit of real estate.
- D. 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.
- E. 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.
- F. 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.
- G. The term "Consultant," as used herein, refers to VDA.

- H. The term “Agreement,” “Contract” or “Contract Documents,” as used herein, consists of this specific document, pages 1 to 48 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:

ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
EPA	Environmental Protection Agency
GA	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, as specified herein and in accordance with all applicable codes, ordinances and regulations.
- 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 4:30 P.M., Monday through Friday, except union designated holidays. Contractor shall provide a list of union designated holidays to the Purchaser.
- 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 twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.
- C. Travel time for all callback services shall be capped at 1.0 hours (roundtrip) per callback **IF NOT INCLUDED.**

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. Where required, the Qualified Technicians and Mechanics shall be Certified and/or Licensed in the Jurisdiction where the work will be performed. Contractor responsibilities 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 agreed upon 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. **CONTRACTOR IS TO ADHERE TO THE FOLLOWING REQUIREMENTS FOR THE ELEVATOR OVERTIME.**

1. **Payment for Emergency Call-back services shall be included in the monthly lump sum price for procedures performed during regular working hours of regular working days of the elevator trade. If overtime services are requested, Owner shall pay for the bonus (overtime) portion of such hours applicable only. Base labor hours shall be included in the monthly maintenance price with extra charges limited to the premium labor portion of work approved by the Owner's Designee.**
 - a. **Contractor is required to verify with authorized caller or an (Owner/Management representative) if overtime services are approved before dispatching technician(s), if services are not approved, and services are rendered on overtime, owner is not responsible for additional overtime charges.**
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 of the above statement is as follows regarding payment for after-hours work:
 - a. Any calls placed to the contractor on or before 2:00 p.m. Monday through Friday with the exception of Union holidays and not answered until after 4:30 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 EXTRA WORK

- A. The Contractor is required to provide separate materials, supplies, equipment, and personnel for Extra Work when such is deemed necessary by the Owner or Manager. Extra Work as used herein shall be defined as work which differs from that expressly or implied as required in these Specifications in their present form.
- B. Compensation for such Extra Work shall be determined by mutual agreement between the Owner and the Contractor on a lump sum basis. However, should the parties fail to reach such an agreement, the Contractor's compensation shall be increased by the following amounts and such amounts only:
 1. In the case of approved Extra Work performed by the Contractor's personnel, an amount for labor equal to the applicable billing rate(s) specified in Exhibit "A" **and adjusted on an annual basis** herein shall be used for compensation. Material compensation shall be

- an amount equal to the actual net cost of the material required plus ten percent (10%) of such net material cost.
2. In the case of Extra Work performed by a Subcontractor, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus ten percent (10%) of such net cost.
- C. As used in this numbered clause (and in this clause only):
1. "Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work "required for Extra Work" and as to the portion of their time allotted to Extra Work; and the agreed upon billing rate.
 2. "Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, core charges, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) on all parts, shop services and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, such purchase has received the prior written approval of the Owner as required herein. The Contractor shall promptly furnish to the Owner such bills of sale and other instruments as may be required by it, executed, acknowledges and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.
 3. "Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.
 4. The Contractor shall submit all reports, records and receipts as are requested by the Agent so as to enable him to ascertain the time expended in the performance of Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.
 5. The provisions of this Contract relating generally to Work, and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.
 6. Itemized invoices for compensation due for Extra Work shall be submitted separately to the Property Manager for each authorized Extra Work item or approved lump sum proposal.

1.9 OWNER AND DUTIES OF THE OWNER'S REPRESENTATIVE

- A. In the performance of this Contract, the Contractor shall conform to all orders, directions and requirements of the Owners Representative and shall perform to the satisfaction of the Owners Representative at such times and places, by such methods and in such manner and sequence as

they may require, and the work shall be at all stages subject to their inspection. The Owner's Representative shall determine the amount, quality, acceptability, and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods, or persons to which the Owner's Representative objects. Upon request, the Property Manager/Owner's Representative shall confirm in writing any oral order, direction, requirements, or determination.

1.10 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 other parts and different from those now constituting the equipment, as recommended, or directed by insurance companies, Government Authorities, or otherwise.

1.11 OWNER ACCESS TO RECORDS

- A. The Owner shall have access to all records pertaining to invoices for time and material work. The Contractor shall obtain for the Owner similar access to similar records and documents of Subcontractor's. Such access shall be given or obtained both before and within a period of one year after Final Payment to the Contractor; provided, however, that if within the aforesaid one year period, the Owner has notified the Contractor in writing of a pending claim by the Owner under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his Subcontractor's relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of Final Payment with respect to the records and documents involved.
- B. No provisions in this Contract giving the Owner a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Owner would have in the absence of such provision.
- C. Said documents and books of accounts shall be maintained by accordance with generally accepted accounting principles and shall be subject, at all times during the period referenced by the immediately preceding paragraph, to examination and audit by the Owner or its designated representatives during regular business hours. The Contractor shall also obtain for the Owner similar access to such records, documents, and books of account of his Subcontractor's as are referenced in this numbered clause.

1.12 CONTRACTOR'S WARRANTIES

- A. The Contractor represents and warrants:
 - 1. That it is financially solvent, that it is experienced in and competent to perform the type of services contemplated by this Contract, that the facts stated and shown in any papers submitted or referred to in connection with this Contract are true, and if the Contractor is a corporation, that it is authorized to perform this Contract;

2. That it has carefully examined and analyzed the provisions and requirements of this Contract and inspected the Site of the Work, that from their own investigations has satisfied themselves as the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to them for such examination, analysis, inspection and investigation was adequate prior to acceptance of this Contract;
 3. That the Contract Documents are feasible of performance in accordance with all its provisions and requirements and that they can and will perform it in strict accordance with such provisions and requirements.
 4. That no officer, agent, or employee of the Owner is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder.
 5. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Owner, its commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to immediately above, affecting or having any connection with this Contract.
- B. Moreover, the Contractor accepts the conditions at the Site of the Work as they may be found to exist and warrants and represents that they can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at their own cost and expense, anything in this Contract to the contrary notwithstanding.
- C. The Contractor further represents and warrants that they were given ample opportunity and time and by means of this paragraph were requested by the Owner to review thoroughly all documents forming this Contract in order that they might request inclusion of this Contract of any statement, representation, promise or provision which they desired or on which they wished to place reliance; that they did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that they expressly relinquish the benefit of any such omitted statement, representation, promise or provision and are willing to perform this Contract without claiming reliance thereof or making any other claim on account of such omission.

1.13 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.

1.14 TRASH REMOVAL

- A. The Contractor shall arrange to dispose of all liquid and solid refuse produced under this agreement in a lawful, safe, and efficient and manner in accordance with EPA regulations and subject to the prior approval of the Owner's Representative at no cost to the Owner.
- B. The Contractor shall remove daily from the building, all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the Owners Representative, in suitable garbage and waste receptacles, also approved by the Owners Representative and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris, and other waste materials from the Building. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Owner. No equipment or facilities of the Owner shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged, or disposed into or upon the streets bounding the Site of Work.

1.15 GRATUITIES/LOST AND FOUND

- A. No personnel employed in performing the Work shall solicit or accept gratuities, for any reason whatsoever, from passenger, tenants, customers, or other persons at the Site of the Work. Any articles found by such employees at the Site of the Work shall be immediately turned over to the office of the Property Manager. The Contractor shall instruct their employees (and shall cause any Subcontractor's to instruct their employees) in the provision of this clause.

1.16 LABOR ACTIONS

- A. Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, occurs at the Site of the Work as a result of the Contractor's (or its Subcontractor's) utilization of particular means, methods or manpower to perform the Work required by this Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference including, but not limited to the utilization of supervisory and other non-union employees trained in the proper safety precautions, maintenance and repair of the equipment.

1.17 USE OF PATENTED MATERIALS

- A. The right to use all patented material, composition of matter, manufacturers, apparatus, or appliances required in connection with this Contract shall be obtained by the Contractor without separate or additional compensation.
- B. The Contractor shall indemnify the Owner and their agents against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent infringement arising out of or in connection with the Owner's use, in accordance with the preceding paragraph of this numbered clause, of such patentable subject matter or patented material, composition of matter, manufacturers, apparatus or appliances. If requested by the

Owner, and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claims without expense to the Owner.

1.18 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.

1.19 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.

1.20 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.

1.21 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 other parts and different from those now constituting the equipment, as recommended, or directed by insurance companies, Government Authorities, or otherwise.

1.22 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, adjustment, lubrication, and call-back 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 prevailing local AHJ and/or ASME A17.1. These records are to be available to the 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.

1.23 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.

1.24 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.
- B. Contractor shall provide quarterly to the Property Manager, detailed reports of the previous months / quarter / period 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.

1.25 PRICE ADJUSTMENT

- A. Labor Contracts and Overtime:
 - 1. It is further understood and agreed that the Contractor shall furnish to the Owner in duplicate, a copy of their current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the Contractor further agrees to furnish any additional information concerning overtime charges to the Owner at any time upon request.
- B. The Contractor shall be entitled to a review of their labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the annual renewal date of this agreement each year.
- C. Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:
 - 1. Eighty percent (80%) of the current fee shall be used to represent the labor portion of the contract.
 - 2. Twenty percent (20%) of the current fee shall be used to represent the material portion of the contract.

- D. The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the agreement.
1. The initial base labor cost amount is \$ _____. This represents the cost of the maintenance Mechanic's hourly wage with associated cost fringe benefits. (No additional overhead or profit.)
- E. The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics during the month within such adjustment occurs for comparison.
1. Using _____ 20 _____ as the base month, the material factor is _____. Date and Material Index.
- F. Annual adjustments shall be effective the first day of the new contract and shall remain unchanged for the next twelve (12) months.
- G. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than three and one-half percent (3.5%) of the total contracted payment for the preceding contract year.

1.26 INSURANCE COVERAGE

- A. The Contractor shall not commence work under this contract until it has been agreed to and obtained the following minimum insurance coverage:
1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this contract.
 2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carriers to write insurance and do business in the State NJ. Licensed for Surplus is not acceptable.
 3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excluded) of any accidents, alteration or change affecting the equipment covered by this contract and of any change of Ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or is

operating in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operat in a manner which might cause injury to anyone using said equipment.

4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent and the Owner of the building, from any and all claims under the worker's compensation act or employers liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner and the Owner's agents from any claim which may arise out of a result of Contractors operations under this service contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
 - a. Commercial General Liability Insurance on an Occurrence basis including:
 - 1) Bodily Injury, Property Damage including Personal Injury and death.
 - 2) Per Project" endorsement.
 - 3) Broad form property damage liability.
 - 4) Blanket Contractual Liability including contractual liability assumed by this contract.
 - 5) Independent Contractors Protective Liability coverage. The minimum limit for Comprehensive Liability insurance coverage shall be:
 - a) Each Occurrence: \$1,000,000
General Aggregate: \$2,000,000
including "Per Project"
endorsement Products & Completed
Operations Aggregate: \$1,000,000
 - b) Excess liability limits of not less than:
Each Occurrence: \$4,000,000
Coverage to follow form of underlying policies.
 - c) Worker's Compensation Insurance - In accordance with the statutory limits.
 - d) Employer's Liability Insurance – With a minimum limit of not less than:
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 each employee
Bodily Injury by Disease: \$1,000,000 policy limit
 - e) Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.

B. The foregoing insurance policies shall be primary to any other insurance which may be carried by the Owner and shall name Owner as additional insured with a specific policy endorsement as follows:

- **10 Park Place, Newark, NJ**
- VDA

- C. Certificates of Insurance evidencing such coverage shall be filed with the Owner prior to the commencement of the contract and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.
- D. The policies shall contain a provision giving Owners at least thirty (30) day prior written notice of any change or cancellation of such insurance, and in the event of cancellation of Non-Payment of the Premium, a ten (10) day notice shall be provided. This notice will be included on the Certificate of Insurance.
- E. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A-, size VII" and shall be acceptable insurance carriers subject to the discretion of Owner.
- F. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- G. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

1.27 CANCELLATION

- A. The Purchaser/Owner shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:
 - 1. Elective upgrading of apparatus awarded to another vendor.
 - 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant or other qualified professional.
 - 3. Failure to comply with governing authority directives and/or citations.
 - 4. Cost analysis completed prior to expiration date.
- B. For the purposes of this maintenance agreement if the owner finds fault in the Contractor's performance. The Owner shall notify the Contractor citing the examples of default and this communication will be presented via certified mail. The Owner will then allow the Contractor thirty (30) days from the date of receipt of the certified letter for the Contractor to reasonably cure said defaults.
- C. In addition to the rights provided in paragraph "A" hereunder, the Purchaser/Owner shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the Purchaser/Owner.

- D. Cancellation of this agreement prior to the expiration date shall entitle the Contractor to payment for services rendered up to and including the date of cancellation; and, the Purchaser shall not be responsible for any expenses or subsequent costs that may be incurred by the contractor as a result of an early cancellation or standard contract agreement expiration.

1.28 NOTICES

- A. All notices to be given under the contract shall be in writing and addressed to the party to be notified, postage prepaid, by registered or certified mail, return receipt requested, or by delivering the same in person to such party. All notices shall be deemed to have been given as of the date of delivery indicated on the return receipt or date of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, or when personally delivered. Any party or person to whom notices are to be sent or given pursuant to the Contract may, by notice to all such other parties or persons mentioned herein, change its address for the giving of notices, provided, however, that a notice of change of address shall be deemed effective only when received by the addressee. Notices to be given hereunder shall be sent or delivered to:

Contractor:

Purchaser Designee/Owners' Representative:

Extell Management Services

1.29 PAYMENT/TERMS

- A. This service will be furnished from (Date): _____ for the period of **five (5) years upon completion of the installation**. 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.

1. Automatic Renewal:

- a. The Purchaser/Owner shall have the right to renew this agreement on a year-to-year basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact.
- b. **There will be NO automatic Renewal unless Purchaser/Owner authorizes or as outlined below to prevent lapse in service coverage.**

2. The Purchaser/Owner agrees to pay the Contractor on a monthly basis, the fee of Dollars (\$ _____) during the term of this agreement, subject to price adjustments as specified herein.

- a. Monthly invoices shall indicate the base monthly portions of the contract amount due under the agreement for maintenance services.
 - b. Advance Billing will not acceptable unless Owner/Owner Representative agrees in advance.
 - c. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
 - d. Extraordinary work and/or other work, as approved by the Purchaser/Owner, shall be invoiced separately upon completion and acceptance of the work or other services performed.
3. In order to prevent any lapse in service coverage, this agreement shall automatically renew on a month-to-month basis upon expiration of the Initial Contract period. All terms, conditions and provisions shall remain intact. Either party may provide 30-day written notice to cancel the contract during the month to month period.

1.30 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.
- C. Call Back Penalty
1. In the event the Technician(s) do not arrive to the building within the time periods set forth in section 2.6.A., Contractor shall pay directly to Owner, an amount equal to One Hundred and 00/100 Dollars (\$100.00) per each hour, or portion thereof, that Contractor's personnel are late. In addition, notwithstanding anything contained in this agreement to the contrary, Contractor shall be responsible for any damages (including, without, limitation, consequential and punitive damages) caused by, resulting from or arising in connection with the Contractor's failure to respond to service/entrapment calls within the time frames specified herein.

1.31 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.

1.32 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.33 BACKGROUND CHECKS

- A. The Contractor agrees to submit to background checks, as required by the Owner, for any of their employees who are assigned to work on this project, or in the building, at any time at the owner's expense.

1.34 ASSIGNMENTS

- A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due them or to become due to them hereunder without the previous written consent of the Owner.
- B. Notwithstanding anything contained in this section to the contrary, the consent of the Contractor shall not be required for a transfer or assignment of the Contract made by Owner in connection with the sale of the building to a new Owner or to comply with the terms, conditions or requirements of Owner's mortgage or other lender.

1.35 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, lockouts, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause as outlined in 1.16 of this contract.

1.36 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed, and its mechanics are licensed and/or Certified, in the state, municipality and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

1.37 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

1.38 ATTORNEYS' FEES

- A. In the event litigation be commenced by either party hereto against the other in connection with the enforcement of any provision of this Agreement, the losing party shall pay all court costs and shall pay to the prevailing party all expenses incurred by the prevailing party in litigation, including attorneys' fees in a reasonable amount to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

1.39 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that Purchaser, its parent, subsidiaries and/or affiliates shall not be liable or responsible in any way for any loss of or damage or injury to any equipment as referred to in this Agreement or other personal property belonging to Contractor or any personnel of Contractor while in any area of the building; nor shall Purchaser, its parent, subsidiaries and/or affiliates be liable for any injury suffered by any personnel of Contractor while on or in the Owner's property. Personnel of Contractor shall make all necessary arrangements for the safety and security of such equipment and other personal property at all times.

1.40 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement of Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.

- B. Both parties have participated in the preparation of this Agreement and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice.

1.41 SEVERABILITY AND REFORMATION

- A. This Agreement is binding upon the Parties, their respective successors, assigns and legal representatives. If a Court, having competent jurisdiction, determines that one or more of the provisions is invalid or unenforceable, the Court will have the right to modify same to the minimum extent necessary to make it valid and enforceable, with the rest of this Agreement remaining unaffected by such conclusion or reformation.

1.42 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and 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 Information is returned to whoever disclosed such information, after the date of termination or expiration of this Agreement.

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 **Ten (10) hours** per month, **two (2) hour(s)** per unit for the elevators on site 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. The Contractor shall formulate its proposed schedule for the forthcoming month incorporating the "minimum" preventive maintenance requirements specified herein for all units.
- C. The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.
- D. Deviations from this master schedule as desired by Contractor or mandated by other building and equipment conditions shall be reported to the Property Manager for approval.
- E. When conditions warrant or the Property Manager requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the record history of preventive maintenance procedures accomplished prior to the revision.

- F. Prior to commencement of each site visit, the Contractor shall obtain a list of complaints or other recorded vertical transportation problems from the Management representative for building services.
- G. Corrective actions shall be implemented based on the severity of the complaint, required extra work repairs and scheduled maintenance procedures as approved by the Property Manager or Designee.
- H. Prior to leaving each site visit, the Contractor shall review with the Property Manager or Designee the corrective action taken on each item listed in "A" above. The Contractor shall provide a written report when requested.
- I. The Contractor shall assign a manager representative who shall be in charge of all Contractor personnel and services provided under this Agreement. The manager shall have the overall responsibility on a 24-hour, seven days per week basis.
- J. The Contractor shall assign a manager's assistant(s) or other representatives to ensure the Contractor is properly represented at all times, 7 days per week, 24 hours per day.
- K. The Contractor's manager, assistant manager, superintendent, supervisor and/or foreperson shall each be authorized by the Contractor to receive and put into effect promptly all orders, directions, or other instructions from the Owner's designated representatives when they are in charge of operations at the building, provided such instructions do not adversely affect the Agreement nor the safe operations of the equipment or the Contractor's personnel and public safety.
- L. The Contractor's manager representative shall formulate a chain of command and time schedule for approval by the Owner's representatives. During normal working hours, coordination of services shall be directed through an on-site representative or, when conditions warrant, a designated assistant.
- M. Requirements for scheduling procedures, recording events, personnel employed, or other documentation shall be the responsibility of the designated Contractor's representative when the manager or his assistant is not on site or available to fulfill the mandated requirements.
- N. 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.

2.2 MAINTENANCE OF ELEVATORS

- A. The Contract Sum includes compensation for all maintenance of all vertical transportation as set forth in this Agreement and such maintenance shall consist of the services outlined herein as a minimum. Incomplete descriptions and/or omissions shall not abrogate Contractor's responsibility to provide full comprehensive all-inclusive full coverage maintenance service.
 - 1. In performing complete maintenance, Contractor shall use all reasonable care to keep the vertical transportation systems in proper, safe, and efficient operating condition, twenty-four (24) hours per day, seven (7) days per week, including legal holidays. Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and do all things necessary or proper for or incidental to such maintenance.

Maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance or repair. All maintenance shall be at least in accordance with the provisions of law, as well as with governmental rules, regulations, and orders applicable. Whenever services are rendered under this Agreement, it shall be Contractor's responsibility to contact Owner to report the kind of service rendered.

2. Contractor shall maintain each device in proper adjustment for efficient smooth, and quiet operation. Vertical transportation equipment manufacturer's approved lubricants and cleaning materials or the equivalent approved by Owner shall be furnished by Contractor.
3. The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Agreement requires additional preventative maintenance for safe reliable operation, as specified by the manufacturer or by ASME A17.1 standards, Contractor shall perform the required additional preventative maintenance and all required testing without added cost to Owner.
4. Contractor shall perform maintenance service for each vertical transportation system at the minimum frequencies indicated hereunder, subject to a time schedule submitted to and approved by Owner, the AHJ code requirements and in accordance with ASME A17.1. The "Schedule of Inspections, Checks and Services", indicates the minimum maintenance routines required to be performed. Compensation for such maintenance routines shall be included in the Contract Sum. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of Owner. Owner shall have the right to revise an established maintenance time schedule by giving Contractor notice and at no additional cost to Owner for work performed during regular working hours.
5. Schedule of Inspections, Checks and Services:
 - a. Prior to commencement of services, Contractor shall formulate a schedule for the forthcoming year incorporating the "minimum" requirements specified herein for all units in a format developed in accordance with the mandated ASME A17.1 Maintenance Control Program. (MCP) For Cart conveyors, Pflow lifts and other equipment that is not covered by ASME A17.1, the Contractor shall formulate a schedule in accordance with manufacturer's specifications and codes adopted by the AHJ for the specific equipment. In addition, a written MCP as outlined in A17.1 shall be provided to the Owner within ninety (90) days from the start of this contract.
 - b. This schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed. Contractor shall furnish the required outage time and duration prior to the equipment being removed from service. The schedule and associated downtime shall be confirmed and accepted by Owner prior to commencement of the work. At no time shall a device be left offline for an extended period of time without prior approval from Owner.
 - c. Preventative maintenance and/or testing procedures for vertical transportation equipment shall be performed on one (1) unit at a time within the same site during the normal working hours of Contractor as approved by Owner.
 - d. Deviations from this master schedule as desired by Contractor or mandated by other Site and equipment conditions shall be reported to Owner for approval.
 - e. When conditions warrant or Owner requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the recorded history of preventative maintenance procedures accomplished prior to the revision.
 - f. Contractor shall make as a minimum, the following scheduled inspections, checks and services to each of the vertical transportation systems and all of their individual components, and at the indicated frequencies as further specified:

g. Scheduled Requirements:

- 1) See Owner - Investigate and correct all complaints.
- 2) Operate Vertical Transportation Systems: (From inside the car under normal operation.)
 - a) Check for any unusual noise or operation function.
 - b) Check floor stopping accuracy/leveling/pre-door opening.
 - c) Check alarm bell/stop switch.
 - d) Check door protection/operational appurtenances.
 - e) Perform necessary, immediate repairs/adjustments.
 - f) Check operating and signal equipment.
 - g) Check emergency communication system.
- 3) Machine Room and Secondary:
 - a) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating, and contamination. Review hydraulic control valves and associated apparatus.
 - b) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration, overheating and clearances between rotating elements and poles.
 - c) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans, and wipe down equipment. Observe worm gears for back lash and thrust play where applicable. Inspect brake components for wear and operation. Observe physical conditions in standing and operating modes.
 - d) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes.
 - e) Overspeed Governor and Auxiliary Sheaves - Check for any unusual noise, vibrations, or other physical deteriorations.
 - f) Perform necessary immediate repairs/adjustments.
- 4) Minimum Monthly (12 times a year)
 - a) Perform general inspection of machinery, traction motor, generator, brushes, gear box, pulleys, brakes, governor, selectors, or floor controllers. Lubricate as required.
 - b) Empty drip pans, discard oil, check reservoir oil level and add oil as needed.
 - c) Inspect and lubricate machinery, contacts, linkage, and gearing.
 - d) Clean and inspect controller, selectors, relays, connectors, contacts.
 - e) Ride car and observe operation of doors, leveling, reopening devices, and smoothness.
 - f) If rails are lubricated, check condition and lubrication. Service lubricators.
 - g) Check operation of all hoistway door interlocks.

- h) 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. Replace as needed. The Contractor shall relamp all inoperative lights and so indicate in the checklist of the "Service Maintenance Form" specified hereinafter. Check all alarms and maintain in proper working order. In addition, all car lighting, indicator, and other incandescent lighting is to be relamped within the first two months of the Term and every year thereafter.
- i) Check fire service signals and operations and update monthly testing log.
- j) Remove litter, dust, oil and other extraneous materials from all machine room equipment, door saddles and other areas of the elevators not accessible from elevator lobby.
- k) Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.
- l) Confirm two-way communications is operable and clear communication to call center designated by Owner/Purchaser is functioning correctly within AHJ requirements.
- 5) Minimum Quarterly (4 times per year)
- a) Observe operation of vertical transportation systems throughout its full range and at all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices.
- b) Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, bels, chains and cams.
- c) Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights.
- d) Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubrication.
- e) Observe operation of motor, generator, brakes, governor, traction machinery and sheaves.
- f) Test manual and emergency control applicable to systems.
- g) Check oil level in car and counterweight oil buffers, oil hydraulic systems, add oil as required.
- h) Visually inspect controller, selector, contacts, and relays. Check adjustments and replace contact as required.
- i) Check hallway doors. Clean, lubricate and adjust tracks, hangers and upthrust, eccentrics, linkage, gibs and interlocks.
- j) Clean, adjust and lubricate car door or gate tracks, pivots, hangers, car grille and stile channels.
- k) See Owner. Correct all complaints and conditions recorded. Perform necessary immediate repairs and adjustments.
- l) Operate Vertical Transportation Systems: (From inside the car under normal operations)

- i. Check for any unusual noise or operation function.
 - ii. Check floor stopping accuracy/leveling/pre-door opening.
 - iii. Check alarm bell/stop switch.
 - iv. Check door protection/operational appurtenances.
 - v. Check all operating and signal fixtures for illumination and audible functions.
 - vi. Check interior ventilation provisions, emergency lighting, light controls, and auxiliary equipment.
 - vii. Check and observe door operations. Inspect door alignment, guides and closing pressure. Adjust door timing features as required.
- m) Machine Room and Secondary:
- n) Observe controllers and relay panels. Check contactors for burning and wear. Inspect wiring and physical condition of components for deteriorations, heating, and contamination.
 - o) Service and calibrate seismic switch.
 - p) Check all controller resistance tubes, grids and connections for obvious deficiencies.
 - q) Remove controller fuses. Clean fuses and holders.
 - r) Inspect selector and/or encoder drive components and operating functions. Lubricate components per the O.E.M. specifications.
 - s) Motors and/or Generators - Check for proper lubrication of bearings. Inspect brushes and commutation with car in operation. Check each unit for noise, vibration, and heating. Check brush tensioning and wear. Perform a visual inspection of armature, field coils and interpole windings, connections, leads and commutator risers for physical deteriorations and damaged insulation.
 - t) Hoisting Machines and Brakes - Check all lubrication provisions, empty drip pans, and wipe down equipment. Observe worm gears for back lash and thrust play. Inspect brake components for wear and operation. Check all machine component fastenings to include drive sheave and ring gear bolts, machine hold-downs, couplings, brake drum pulleys, isolation mounts and covers. Inspect brake linings and drum surfaces.
 - u) Drive Sheaves and Wire Ropes - Observe physical conditions in standing and operating modes. Inspect position of wire ropes in traction drive sheave grooves. Monitor rope slippage under normal operating modes. Inspect all speed monitoring and control apparatus.
 - v) Coded Belts - Observe physical conditions in standing and operating modes. Inspect position of coated belts in traction drive sheave grooves. Monitor rope slippage under normal operating modes. Inspect all speed monitoring and control apparatus as outlined by the O.E.M. Ensure any coated belt monitoring device is functioning properly.
 - w) Overspeed Governor/Auxiliary Sheaves - Check for any unusual noise, vibrations, or other physical deteriorations. Ensure seals and tags are properly affixed and legible. Lubricate governor(s), selector drives and

auxiliary sheave components in accordance with O.E.M. specifications.

6) Car Top:

- a) Clean, lubricate and adjust master door operator when conditions warrant. Adjust clutch/vane to pick-up roller clearances.
- b) Inspect car guides for wear and alignment. (Lubricate sliding shoe systems.) Adjust guide tensioning and observe operation.
- c) Inspect car and counterweight cable hitches. Replace worn or noisy rollers. Adjust cab steadiers.
- d) Inspect counterweight safety mechanism and component hitch connections.
- e) Inspect counterweight derailment system.
- f) Inspect counterweight assembly, alignment, and cable tensioning/wear.
- g) Inspect door engaging equipment, car and shaftway door top track assemblies, safety interlock switches and operating linkages for physical wear, dirt, or other deteriorations. Clean, lubricate, repair, and adjust systems when conditions warrant.
- h) Observe condition of upper slow-down, directional, and final limit switch devices.
- i) Inspect wire rope or coated steel belt conditions and equalization at a minimum of six (6) points in shaftway.
- j) Inspect hoistway landing, leveling, and encoding equipment for alignment, operation, and physical condition.
- k) Inspect top of car operating station, emergency exit cover, work lighting, auxiliary safety switches, tapes, tape readers, and appurtenances.

7) Pit Area:

- a) Clean and lubricate governor tension sheave assembly. Check weighted clearance. Inspect cable condition.
- b) Observe condition of buffer equipment and mountings, strikers, plates, switches and blocking.
- c) Check stop switch and lighting provisions. Inspect and service oil hydraulic return systems.
- d) Inspect compensation equipment. Lubricate applicable component parts and check electrical or other safety provisions for physical deteriorations.
- e) Inspect bottom car guides for wear, alignment, and tensioning. Replace worn or noisy rollers.
- f) Inspect bottom of car, safety mechanism, electrical traveling cables and component hitch connections.
- g) Observe condition of bottom terminal slow-down, directional, and final limit switch devices, pit area and remove all trash and debris.
- h) Check counterweight runby clearance.

- 8) Miscellaneous:
- a) Check all indicating lights, lanterns, gongs, audible and visible signals for proper operation.
 - b) Check all hall push buttons for proper operation.
 - c) Verify that mandated emergency operation testing has been performed per local law requirements, governing authority regulations and as directed under this Agreement.
 - d) Record all inspection and lubrication procedures completed in machine room log and issue copy of check sheets or other recorded data to Owner with written recommendations for work procedures to be done by others or as an extra cost to Owner by Contractor.
- 9) Perform immediate repairs/adjustments. Notify Owner and schedule major procedures necessitating extended out-of-service time within forty-eight (48) regular working hours of the preventative maintenance inspection with Owner's prior consent and approval.
- 10) Minimum Semi-Annual (Two [2] times per year)
- a) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
 - b) Inspect car-safety mechanism, clean and keep free of rust and dirt, and lubricate, as necessary.
 - c) Monitor sequence of operation and compare same to the O.E.M. design specification. Check and record individual car performance levels:
 - i. Door open cycle time.
 - ii. Door close cycle time.
 - iii. Long door non-interference dwell time.
 - iv. Short door non-interference dwell time.
 - v. Reduced door non-interference dwell time.
 - vi. Floor to Floor (Brake to Brake) time.
 - vii. Brake-to-Brake (Flight) time.
 - viii. Door closing pressure.
 - ix. Speed up direction.
 - x. Speed down direction.
 - d) Check fire control Phase I and II manual operations and signals to include Alternate Floor Recall.
 - e) Check all safety switches for doors, gates, or other passenger protection devices.
 - f) Ensure hoistway doors are properly aligned, set and self-closing.
 - g) Check emergency cab interior lighting system and communication device operations.
 - h) Check car door locking, safety switches and passenger protections for proper operation.
 - i) Observe vertical transportation system operation for quality of ride, acceleration, deceleration, noise, and floor stopping accuracy. Pre-

- opening, re-leveling or other operational features checked from inside each car.
- j) Perform immediate minor adjustments or repairs to maintain O.E.M. performance standards.
 - k) Prepare a written report for all examinations performed and issue same to Owner.
- 11) Minimum Annual
- a) Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections. Verify operation of Seismic Protection Systems, Emergency Evacuation Systems and/or Battery Lowering and replace batteries, if needed.
 - b) In hoistway, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1.
 - c) Clean all overhead beams, sills, bottom of platform, car tops and hoistway walls-
 - d) Clean car light fixtures.
 - e) Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust, and excess lubricant in accordance with ASME A17.1 prevailing standards and/or AHJ requirements.
 - f) Thoroughly clean the machine room, pit, top and bottom of car and all other vertical transportation system components and areas.
 - g) Dismantle machine brake assembly. Inspect all pivot pins, bushings, collars, sleeves, guides, bearings, or other operating apparatus for wear. Replace worn component parts, provide new spacers, washers, fittings, etc., to ensure unrestrictive operation. Readjust assembly in accordance with O.E.M. design criteria.
 - h) Drain and flush machine housings, oil hydraulic storage tanks, bearings, and lubrication parts. Inspect all exposed equipment for wear. Replace worn or damaged bearings, seals, packings, and gaskets.
 - i) Blow out or vacuum windings in rotational equipment, inspect apparatus for internal damages, overheating or other deteriorations. Clean and service contaminated brush riggings, inspect bearings and shafts for wear. Apply insulating varnish to exposed windings and ensure all leads, connections or other electrical apparatus are properly insulated. Inspect grounding provisions and take necessary actions to correct deficiencies. Adjust brush settings, compounding and/or other apparatus to ensure proper operation and efficiencies are maintained.
 - j) Provide standby labor for emergency power testing including full operational functions.

- k) Record all Periodic Testing procedures completed under the annual preventative maintenance program per ASME A17.1 Part 8 Standards and issue Owner a report incorporating extraordinary repairs/adjustments necessary, suggested modifications, component upgrading or other recommendations for improved safety, reliability, and performance.
- l) Master Maintenance Schedule (ASME A17.1 Part 8 Standards):
 - i. Prior to commencement of services, the Contractor shall formulate its proposed schedule for the forthcoming year incorporating the "minimum" requirements specified herein for all units.
 - ii. The schedule shall consist of the anticipated "out of service" times for each unit and the procedure to be performed.
 - iii. Deviations from this master schedule as desired by Contractor or mandated by other site and equipment conditions shall be reported to Owner for approval.
 - iv. When conditions warrant or Owner requests a revised schedule be submitted for the balance of the year, the Contractor shall prepare same incorporating the recorded history of preventative maintenance procedures accomplished prior to the revision.

12) Bi-Annually (Every Other Year)

- a) Perform a thorough shaft cleaning.

13) Minimum (Every three [3] years)

- a) If provided, each VVVF traction elevator battery backup leveling device's battery shall be replaced and tested.

2.3 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), upper and lower escalator machinery areas and pit area(s).

2.4 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, when required, with a good quality deck enamel.

2.5 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows: **(At No Additional Cost to the Owner)**
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.
 6. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
 7. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME standards.
 8. 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.**
 9. Contractor shall maintain a record of ASME code-required safety tests, fireman's service tests, telephone/intercom tests and emergency power tests on site.
- B. The Contractor shall conduct testing procedures in accordance with ASME A17.1 standards at intervals specified and indicated in ASME A17.1, Appendix N 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 Electric Traction Elevator Safety Test
 - a. Contractor shall perform an Annual Electric Traction Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Traction Elevators covered by this Contract, and/or as required by the AHJ.

2. Five Year Full Load Safety Test

- a. Contractor shall perform a Five-Year Safety Test conforming to the requirements contained in ASME A17.1 Category 5, Inspection and Test Requirements on all Traction Elevators covered by this contract.

C. 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's 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.

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

- A. Provide call-back 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. Call-back service in response to passenger entrapments shall be provided within one (1) hour during regular working hours and within one (1) hour during overtime periods.
 2. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within two (2) hours during regular working hours and within four (4) 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. **(Refer to section 1.7.A of this agreement for non-emergency call back services.)**
 3. Call-back services for out-of-service units that have been secured by the Owner's Representative shall be provided within two (2) hours at all other times not specified above in "1" or "2."
 4. Call-back 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 twenty-four (24) hours of the request for service.
 5. Call-back service response during holidays shall be provided as soon as is practical but in not more than twenty-four (24) hours from request, and except in cases of entrapment, which shall be governed at all times by the time period in Section A.1 and 2.
 6. If repairs cannot be instituted without delay and in the allocated time period, the mechanic shall not leave the building without the Contractor's duty supervisor's approval.
 7. Call-back reports evidencing call time and dispatch, nature of problem, a remedy for return to service shall be presented to Purchaser/Owner by the 5th of every month. Contractor will supply Owner with reports of preventive maintenance performed over the past month.
 8. If an elevator experiences a repeat call within a 7-day period, a service adjuster will be dispatched to assist the regular service mechanic. Should the same call for service recur within a 7-day period, a Field Examiner will be dispatched along with any diagnostic equipment necessary to determine the root cause of the problem.

2.7 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. Contractor shall assist with these equipment reviews.
- 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.

2.8 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, firm 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 not, in the course of performance of this Agreement, or thereafter, 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.

2.9 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.

2.10 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. Claims of component obsolescence shall not be allowed when components can be repaired or rebuilt.
 - 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 can be custom made, 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.

- A. 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.

2.11 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 of wire ropes and/or suspension belts to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all reshackling procedures per ASME A17.1 and/or ASME A17.6 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 2. 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.

3. Maintenance of pit, hoistway and machine room lighting to include relamping, wiring and switch controls.
4. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the purchaser.
5. Testing to identify lost motion between the main motor, shaft and drive sheave will be conducted on an annual basis and will proceed as follows:
 - a. An original equipment encoder is mounted on the motor shaft. The shaft is coupled to the sheave and drum arrangement at the opposite end. If the output of the existing encoder is monitored and power applied to the rotor while the sheave and drum are held stationary by the brake, lost motion can be identified.
 - b. Dither board (or equivalent): a device giving a visual signal of motor encoder pulses. This device is inserted on the circuitry between the motor and the digital signal processor.
 - c. Apply current to motor shaft in both directions and monitor encoder pulses.
 - d. Zero pulses on the application of torque are expected. This expectation was validated by testing machines that have been repaired. The detection of any encoder signals is taken to indicate relative motion and signal the need for repair.

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) foot 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 3% on digital drives; 10% up to /20% down on hydros without closed loop valves of down valves and 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 releveling regardless of load.
- B. Maintain the following ride quality requirements for the passenger elevators:
 1. Vertical and horizontal accelerations shall not exceed 14 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, WIRING DIAGRAMS AND MATERIALS

- A. The Contractor shall prepare and submit to the Owner/Property Manager, a complete spare parts listing. In order to make replacement and repairs as expeditiously as possible, such spare parts shall be stored at the job site to include components for:
 1. Door operating systems, self-closing devices.
 2. Door safety systems including safe-edges and interlocks.
 3. Controller and selector parts, positioning systems/leveling heads, power drive apparatus/circuit boards, system software/programming.
 4. Selector tapes (stationary and/or moving) and related apparatus.
 5. Car and counterweight guides. (Complete assemblies)
 6. Standard push buttons, lamps, and related equipment for signal fixtures.
 7. Machine seals and packings.
- B. 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.
- C. 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 be the Owner immediately and get authorization for additional time, if needed, but be completed within no more than 5 business days.
- D. 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.
- E. 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. The Contractor shall provide sufficient parts cabinets.

3.3 STANDBY SERVICE/MINIMUM STAFFING REQUIREMENTS

- A. "Standby service" is defined as that time during the day or night that Contractor's personnel will be assigned to and working at the building for preventative maintenance procedures or other services described herein. Minimum staffing shall be in accordance with Exhibit A.

3.4 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.

3.5 EQUAL OPPORTUNITY

- A. The Contractor shall maintain policies of employment as follows:
 - 1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 - 2. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws.

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

1. The parties hereto agree to voluntarily comply with the basic tenants of the Equal Employment Opportunity Requirements of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Restoration Act of 1964, as amended, applicable state Fair Employment Practices Acts, and any other federal or state laws pertaining to equal employment opportunity, and that they will not discriminate against any employee or applicant for employment on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination. In addition, Contractor agrees to indemnify and hold harmless Owner, its parent, affiliates, employees, agents, representatives, and any of its or their officers, directors, employees, agents, successors, or assigns, harmless from all loss, cost or expense, including reasonable attorneys' fees for any violation by Contractor, its employees, agents, representatives, or assigns of the rules and regulations set forth and enforced by the Immigration and Naturalization Services pursuant to the Immigration and Nationality Act, as well as the Illegal Immigration Reform and Immigrant Responsibility Act which obligation to indemnify shall survive the expiration or termination of this Agreement.
2. Contractor agrees to maintain comprehensive records of all services performed under this Agreement. These records will be available for inspection by Purchaser at any time during regular business hours and upon forty-eight (48) hours written notice.

3.6 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. In addition, Contractor shall maintain an adequate safety program following the industry guidelines and practices

3.7 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.

3.8 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.

3.9 CHANGES IN SCOPE

- A. The Purchaser'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 Purchaser's/Owner's Representative and Contractor fail to agree upon the adjustment to be made, the Purchaser's/Owner's Representative reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Purchaser'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 Purchaser/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 Purchaser/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.

PART 4 - RIDER "A"

The following represents performance criteria and associated penalties for failing to meet these contract fulfillment requirements. Contractor shall on a quarterly basis provide owner and owners consultant a copy of contractors reports that outline the compliance of each of these established criteria. Contractor shall submit reports within 10 business days of the end of each quarter (based upon the contract start date).

4.1 CONTRACTUAL REQUIREMENT GUARANTEE

- A. The Owner may elect to have the Contractor's work and equipment's performance reviewed by the Owner's Agent or Owner's Consultant to ensure the Contractor is providing contract fulfillment in accordance with the performance criteria stipulated in the contract. If the Owner's Agent or Owner's Consultant determines that the contractual requirements and Contractor's intent are not meeting expectations, the Owner's Agent may "hold-back" the monthly payment to the Contractor until the Owner's Agent or Owner's Consultant verifies that the equipment reliability and quality of work meets the minimum standards outlined in the contract. The Owner or Owner's Agent may elect for the Contractor to pay for any re-inspection fees incurred as a result. Should two (2) consecutive inspections by the Owner's Agent or Owner's Consultant (two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being met in accordance with the contract, the Owner or Owner's Agent has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

4.2 MINIMUM HOUR GUARANTEE

- A. The Contractor's failure to provide the specified Minimum Hours for dedicated routine preventative maintenance on a monthly basis, the Owner or Owner's Agent may elect to enforce a refund for the unexpended hours at the "Straight-Time Rate, Hourly Selling Price" for a Maintenance Mechanic listed in the Schedule of Initial Base Hourly Rates. The amount of the refund shall be deducted from the monthly maintenance fee in the month(s) following the semi-annual anniversary date of the Contract or refunded by check at the option of the Owner or Owner's Agent. The amount shall be determined as part of the quarterly review of reports provided by the contractor and reviewed by Owner/Owners Agent.
- B. If the Contractor fails to provide the required Monthly Minimum Hours for dedicated routine preventive maintenance for six (6) months, 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.

4.3 TESTING GUARANTEE

- A. Traction & Hydraulic Elevators – Failure complete the code-required annual no-load and/or five-year full-load safety test(s) as required by the local AHJ within 30 days of the appropriate anniversary date or code compliance date will result in the Contractor refunding \$250.00 per elevator not in compliance. Payment for liquidated damages shall be by deduction from the normal maintenance billing. If a non-compliance 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 and has the right to deduct any compiled testing refund amounts from the remaining balance.
- B. The Contractor shall not be penalized for failure to complete the code-required testing in the event the local AHJ inspector does not have the availability. In such occurrence, the contractor must provide written documentation to the Owner or Owner's Agent as proof of the request.
- C. Any tests past due prior to the execution of this agreement are not the responsibility of the Contractor and shall not be penalized.

4.4 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.
- B. 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.
 - 1. 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.
 - 2. Contractor shall not be penalized in the event the Contractor notifies the customer within twenty-four (24) hours that the part(s) required to repair the elevator(s) is unavailable or unable to procure, or that the part required to repair the elevator is unavailable or difficult to procure. Contractor must provide records showing that they are diligently making an effort to procure the part(s) within thirty-six (36) hours of the elevator(s) being left shutdown. A total of \$50.00 credit will be applied for delays to force majeure situations beyond the Contractor's control.

4.5 INSPECTION CORRECTION GUARANTEE

- A. Contractor shall correct any AHJ inspection related Violation(s) required items within sixty (60) days from documented notification to the contractor.

- B. Failure to complete the code-required inspection corrections within 60 days of the notification or issuance or violation will result in the Contractor refunding \$150.00 per unit not in conformance and any associated re-inspection fees. Payment for liquidated damages shall be by deduction from the normal maintenance billing. If 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 ninety (90) days from notification or issuance of report.
- D. Failure to complete the Owner's Consultant inspection related QEI Violations or Deficiencies within 90 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 refunds for inspection related 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 ninety (90) days if contractor can provide a schedule for maintenance, repairs or said violations to be completed within one-hundred-twenty (120) days due to delays in equipment or material orders. If upon the one-hundred-twenty (120) 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.

4.6 REPORTING GUARANTEE

- A. Contractor failure to provide quarterly written reports within the time frame specified in Section 1.10 & 1.12 will result in an automatic reduction of the Contract price of 10% for a three (3) month period. The refund will be cumulative quarter to quarter. If the quarterly reporting requirements are missed for two consecutive periods, the Owner has the option to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.

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 _____

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

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

1st DRAFT FOR CLIENT'S REVIEW

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL
(SERVICE PERSONAL)

VDA No. 62444	Straight Time Rate Hourly Selling Price	Premium Time Rate	Time and one-half Rate Hourly Selling Price	Double Time Rate Hourly Selling Price
Maintenance Mechanic				
Repair Mechanic				
Modernization Mechanic				
Helper				
Repair Team				
Technician, Troubleshooter				
Foreman				

1st DRAFT FOR CLIENT'S REVIEW

EXHIBIT "B"

CONTRACTOR'S SCHEDULE OF UNIT PRICES

TYPE OF UNIT	BUILDING UNIT (DESIGNATION)	MONTHLY MAINTENANCE FEE (EACH)	NUMBER OF UNITS	TOTAL MONTHLY FEE	TOTAL ANNUAL FEE (YEAR 1)	DEDICATED HOURS (MONTHLY)	RELIABILITY GUARANTEE (OOS)	REPORTING GUARANTEE
Traction	PE1		1			2	<= 48 HRS	QUARTERLY
Traction	PE2 – PE3		2			4	<= 48 HRS	QUARTERLY
Traction	PE4 – PE5		2			4	<= 48 HRS	QUARTERLY
TOTAL UNITS:			5	X	X	X	X	X
TOTAL MONTHLY FEE (YEAR-1):					X	X	X	X
TOTAL ANNUAL FEE (YEAR-1):						X	X	X
TOTAL DEDICATED PM HOURS (MONTHLY):						10	X	X
TOTAL REPORTING (ANNUAL):								4
PERFORMANCE ASSESSMENT (ANNUAL):						Hourly	5%	10%

1st DRAFT FOR