

**NEW BASE BUILDING CONSTRUCTION
ELEVATOR AND ESCALATOR MAINTENANCE AGREEMENT**

PART 1 - AGREEMENT

This Contractor's Agreement ("Agreement") is entered into by and between XYZ Company. ("Agent") whose address is (Enter Here), as duly authorized Agent for _____ ("Owner"), with respect to the property commonly known as _____ ("Property"), and _____ ("Contractor"), whose address is _____.

1. EQUIPMENT DESCRIPTION:

<u>Elevator Number</u>	<u>Type</u>	<u>Grd/GIs/Hyd</u>	<u>Speed & Capacity</u>	<u>Number of Landing</u>	<u>Manufacturer</u>
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2. ENTIRE AGREEMENT:

This writing, the Owner/Agents' Elevator and Escalator Preventive Maintenance Specification (PART 2 - SPEIFICATIONS) and attached exhibits, if any, constitute the entire Contract and Agreement between the parties as to the subject matter hereof and supersedes all prior Agreements, oral or written, between the parties hereto relating to the elevator maintenance services to be provided hereunder.

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3. TERM AND PRICE:

3.1 It is the Owner/Agents' intention to award a contract covering an initial period of three (3) years, upon Owner acceptance of elevators from the Base Building General Contractor, subject to earlier termination as provided for in Section 5 of this Agreement (if applicable). This contract shall be automatically renewed for subsequent one (1) year terms after the expiration of the initial or subsequent term unless otherwise terminated pursuant to the provisions of Section 5 of this Agreement

3.2 The Owner/Agent shall pay the Contractor the sum of _____ (\$) per month for work performed during each month on presentation of an approved invoice by the Contractor.

3.3 The anniversary date for this Agreement shall be January 1st regardless of the execution date of this Agreement. On January 1st, provided that a minimum of 12 months have passed since the execution of this Agreement, the total contract amount may be adjusted to reflect the changes in material and labor cost as follows:

3.4 Thirty percent (20%) of the current contract price will be increased or decreased based on the "Producer price index - Commodity code 10 - Metals and metal products" published by the U. S. Department of Labor, Bureau of Labor Statistics, for the month of _____ of each contract year as compared with index for the same month of the previous year.

3.5 Seventy percent (80%) of the current contract price will be increased or decreased based on the straight time hourly labor cost for the month within which falls the anniversary of the commencement of the service as compared with such straight time hourly labor cost for the same month of the previous year.

3.6 As used in the provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate and the average hourly cost of fringe benefits paid to elevator examiners in the city and state which the

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property is located. The words "fringe benefits" mean employee benefits granted in lieu of or in addition to hourly rate increases and include, but are not limited to pensions, vacations, paid holidays, group life, sickness, accident and hospitalization insurance. The straight hourly labor cost applicable to this Agreement is \$_____ of which \$_____ constitutes the cost of fringe benefits.

3.8 Price adjustments must be initiated in writing by the Contractor to the Owner/Agent at least 90 days prior to the beginning date of the affected price adjustment period and must be supported by conclusive evidence justifying the need for a price adjustment.

3.9 Notwithstanding any other provision of this contract, the maximum allowed total price increase is 4% for any one (1) year term.

4. HOURS OF WORK:

4.1 All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade: Monday through Friday 8:00 a.m. to 4:30 p.m. ("Regular Hours"). Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators/escalator exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel. If work is required outside of Regular Hours, Owner/Agent will pay only the difference between normal and overtime labor at the Contractor's billing rate, as specified in Section I of this Agreement, except as otherwise provided.

5. TERMINATION OF AGREEMENT:

5.1 Either party may terminate this Agreement at the end of the initial three (3) year term or subsequent term by giving the other party not less than sixty (60) days written notice.

5.2 The Owner/Agent may also terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:

5.2.1 Unacceptable performance by the Contractor, which shall be determined

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in Owner/Agents' sole and absolute discretion,

5.2.2 Contractor's failure to comply with all of its duties and obligations under this Contract,

5.2.3 If the Owner/Agent chooses to modernize vertical transportation equipment, during any term of this Agreement, provided the modernization work is a major modernization as defined by *ASME/ANSI A17.1, Safety Code for Elevators and Escalators*, latest edition

5.2.4 Sale of building,

5.2.5 Permanent removal of equipment from service,

5.2.6 Termination of XYZ Company's' responsibility for maintenance at the Property.

6. FAILURE TO PERFORM:

6.1 Contractor shall fully guarantee all work performed during the Term of the Contract and for a period of ninety (90) days after the termination date. Should the Owner/Agent determine during the Term or within thirty (30) days after termination that any required work has not been fully performed, has been performed improperly or not performed at all, the Contractor shall, after written notification by the Owner/Agent, correct said deficiency within ten (10) days. Failure to correct will be construed as a default under the Contract and the Owner/Agent has the right to secure others to perform the services and deduct the costs of these services from the contractual amount due to the Contractor under this Agreement.

6.2 The Owner/Agent reserve the right to engage an independent party to perform an evaluation to determine responsibility pursuant to this Paragraph.

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7. COMMENCEMENT DATE:

7.1 It is the Owner/Agent's intention to award a contract to become effective on _____. January 1st shall be the anniversary date for this Agreement regardless of the commencement date.

8. AWARD OF AGREEMENT:

8.1 The Owner/Agent reserve the right to accept or reject any and all bids and to waive any formality in bids. All qualified bids will be evaluated and acceptance of the bid(s) shall be made and judged by the Owner/Agent to constitute the best value offered for the purpose intended.

9. EXTRA BILLING RATES:

9.1 Any regular time or overtime work, including travel time to and from the building, not otherwise included in the contract shall be billed to the Owner/Agent as an extra charge at the Contractor's following billing rates:

Regular Working Hour	\$ _____ Per Hour (One (1) Mechanic)
Regular Working Hour	\$ _____ Per Hour (Mechanic & Helper)
Overtime Working Hour	\$ _____ Per Hour (One (1) Mechanic)
Overtime Working Hour	\$ _____ Per Hour (Mechanic & Helper)
Sundays and Holidays	\$ _____ Per Hour (One (1) Mechanic)
Sundays and Holidays	\$ _____ Per Hour (Mechanic & Helper)

10. BILLING PROCEDURE:

10.1 Contractor shall render a monthly billing for regular monthly maintenance service and any Owner/Agent approved extra work broken down by building name, building number and elevator number along with purchase order number where applicable and itemized detail. Lump sum billings shall not be allowed.

10.2 Owner/Agent shall pay Contractor within forty-five (45) calendar days after receipt of Contractor's invoice for work performed. In the event the Contractor is not paid by the Owner/Agent within the time period specified above, the Contractor shall first give the Owner/Agent seven (7) calendar days

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prior written notice and opportunity to cure before the Owner/Agent shall be in default of payment.

11. EXTRA BILLING PROCEDURE:

11.1 Contractor agrees to provide Owner/Agent with a complete and correct invoice, including all charges, within forty-five (45) calendar days of work completion. For each day beyond that an invoice is not received by the Owner/Agent, Owner/Agent may deduct five (5) percent from monthly rate.

12. BILLING ERRORS:

12.1 Contractor agrees to give notice to Owner/Agent promptly upon the discovery of any instance where the amount invoiced to Owner/Agent by Contractor was incorrect or inaccurate. Contractor's failure to notify Owner/Agent in accordance with this Section shall entitle Owner/Agent to terminate this Agreement upon five (5) business days notice to Contractor and to pursue any and all rights and remedies available to Owner/Agent under applicable law or this Agreement.

13. ADDITIONS OR DELETION OF ELEVATOR UNITS:

13.1 Elevator units may be added during the contract term at a unit price agreed to by both parties. Deleted units shall reduce the contract price by the same amount as originally included in the Contractor's bid.

14. OCCUPANCY DISCOUNTS:

14.1 It is understood and agreed that a credit will be due from the monthly-agreed price in the event the building experiences occupancy of less than 90%. Building occupancy shall be calculated on the amount of unoccupied net rentable area on floors above the main lobby floor divided by the total net rentable area of those floors. Any reduction in price shall be in accordance with the following schedule:

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BUILDING OCCUPANCY

PERCENT OF CREDIT

Over 90%.....	0%
80 to 90%.....	5%
70 to 80%.....	10%
60 to 70%.....	15%
50 to 60%.....	20%
40 to 50%.....	25%
Under 40%.....	30%

14.2 Upon execution of this Agreement the Owner/Agent shall inform the Contractor of the building occupancy. The Contractor shall apply the appropriate credit, if any, to the agreed monthly sum found in Section 3 of this Agreement.

14.3 It shall be the shared responsibility of the Owner/Agent and the Contractor to review the occupancy periodically, not to be adjusted more than twice per year. In the event there is an increase or decrease, which changes the percent of credit, the credit shall apply to the next six-month period and shall not be retroactively applied.

15. QUANTITY DISCOUNTS:

15.1 Any location owned/managed by Owner/Agents' is eligible to receive the following discounting. The monthly costs billed by the Contractor for each individual Elevator/Escalator Agreement shall receive a discount in accordance with the schedule below. The reductions are based upon the total number of elevators, dumbwaiters, escalators and other vertical or horizontal transportation systems under a full service type maintenance Agreement with the Contractor whether on the Contractor's Standard Maintenance Agreement or Owner/Agents' Service Agreement.

<u>Number of Units</u>	<u>Discount %</u>
25 to 50.....	2
51 to 79.....	3
80 to 99.....	4
100 to 150.....	5
151 to 250.....	6
251 to 350.....	7
351 to 550.....	8
551 plus units.....	9

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15.2 The first week in January of each year, the Contractor shall forward a listing of the current service Agreements with Owner/Agents' to the address found in Section 29 of this Agreement. This list shall include the following as a minimum: the property name, city and state of the property, number of units at the property, monthly service price of the property, name of company providing service at the property, total units maintained by the company, total monthly billing, discount applied to each property and the total monthly savings to Owner/Agents' In the event there is an increase or decrease during the last 12 month period which changes the discount rate, this rate shall apply to the next 12 month period. The contract price for each individual property Agreement shall be adjusted January 1st of each year as per the discount schedule and the provisions found in Section 3 of this Agreement.

16. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY:

16.1 The Contractor agrees that all work shall be performed by and under the supervision of a sufficient number of skilled, experienced elevator service mechanics and repairmen directly employed by Contractor, who are permanently assigned to support the execution of this Contract for maintenance and repair work and who shall be qualified to keep the elevators properly adjusted and/or repaired (with the exception of helpers who need not be so qualified). All personnel shall be employees of the Contractor. The Contractor and its employees shall use all reasonable care to maintain the elevator equipment in proper and safe operating condition. All employees performing work under this Contract shall be satisfactorily dressed in clean uniforms (identifying them as elevator service personnel) with acceptable demeanor and possessing full technical qualifications in the opinion of the Owner/Agent. Contractor employees will be denied access to the property if determined to be under the influence of a controlled substance and/or alcohol. Employees shall not have in their possession firearms, explosives, controlled substances or other potentially harmful, dangerous or illegal items on the Owner/Agent's properties. Any employees found to be unacceptable to the Owner/Agent shall be replaced after being given reasonable notice by the Contractor. All employees are subject to security screening upon entering and/or exiting the Owner/Agent's

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property.

17. EQUAL OPPORTUNITY EMPLOYMENT STATEMENT:

17.1 The Contractor agrees to provide employment opportunity for all persons without regard to race, color, religion, sex, national origin, age, citizenship status, veteran status or disability.

18. RIGHT TO EVALUATE AND REQUIRE WORK:

18.1 Owner/Agent or its authorized representative(s) reserves the right to make such evaluations and tests as are necessary to ascertain that the requirements of this Contract are being fulfilled. The Owner/Agent's right to make evaluations or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner/Agent so advises, have the same authority to evaluate and test as the Owner/Agent, as provided hereunder. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense.

18.2 If Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, Owner/Agent may, in addition to any other remedies Owner/Agent may have, after ten (10) days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder.

18.3 Contractor agrees that it shall reimburse Owner/Agent for any expenses incurred by Owner/Agent in exercising its right under this Paragraph and Contractor agrees that Owner/Agent, in Owner/Agent's sole and absolute discretion, may deduct the amount of such expenses from any sum owing the Contractor.

19. PAYMENTS WITHHELD:

19.1 Failure by Contractor to provide services or comply with any provision of this Contract shall entitle the Owner/Agent (in addition to any other remedies Owner/Agent may have) to withhold payments due to Contractor as may be deemed in Owner/Agent sole and absolute discretion to be reasonably necessary.

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20. CONTRACTOR TO COMPLY WITH LAWS:

20.1 In the performance of this Contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all governmental units and authorities having competent jurisdiction over Contractor and/or the work performed by Contractor hereunder. Contractor shall also procure and pay any necessary permits or licenses pertaining to the work performed by Contractor pursuant to this Contract.

20.2 All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with *ASME/ANSI A17.1, Safety Code for Elevators and Escalators*, latest edition, including amendments thereto, and with applicable regulations of the state, city and/or local authorities. In case of conflict, the more stringent regulations will apply.

21. CONTRACTOR INSURANCE:

21.1 Prior to undertaking any work pursuant to this contract, the Contractor must provide certified copies of all policies and endorsements evidencing the following minimum insurance coverage. The Certificate of Insurance shall indicate the insurer will provide XYZ Company with thirty (30) days written notice in the event any such coverage is altered, canceled or reduced. Language such as "will endeavor to" is not acceptable.

21.2 Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a limit of not less than \$1,000,000.00.

21.3 If Contractor is self-insured, a certificate indicating that the Contractor's Workers' Compensation program meets all of the requirements of a self-insured plan to the limits set forth above.

21.4 Contractors located in the state of Texas which have an elective Workers' Compensation scheme, must prove to be a participant.

21.5 Comprehensive General Liability Insurance on an "occurrence" and not

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“claims made” form which is underwritten by insurers with a Bests’ rating of A-VIII or better covering liability arising out of all operations and services required under the elevator/escalator service contract with limits of bodily injury, personal injury and property injury coverage of not less than \$2,000,000.00 per person and \$4,000,000.00 per occurrence: \$2,000,000.00 annual aggregate for products and completed operations hazard; \$5,000,000.00 annual per occurrence and in aggregate for exterior work or work involving the replacement of cabs or mechanical equipment higher than five floors. Such insurance shall be the primary coverage to all insured parties for claims arising out of all operations and services performed or required under this contract.

21.6 Comprehensive Business Automobile Liability insurance including owned, non-owned and hired (or any auto) vehicle coverage of minimum of \$1,000,000.00.

21.7 Owner (Name) the Owner, and such other entities with an ownership interest in the property shall be included by endorsement as Additional Insured. Owner Name c/o XYZ Company shall be listed as Certificate Holder.

21.8 Property Damage insurance as will insure the tools and property of the Contractor in an amount and on such terms as is reasonably acceptable to XYZ Company. All such insurance shall have waiver of subrogation clauses in favor of XYZ Company and the building owner.

21.9 Environmental Liability insurance covering environmental liability arising out of the acts and omissions of the contractor and be written in a form that provides coverage if the environmental incident is caused by the unintentional act of Contractor’s employee.

21.10 Certificate of Insurance Instructions

21.10.01 FAX “Certificate of Insurance” and endorsements immediately to Monument Realty at (202-777-2020) and mail the original copy to Rick Swagerty, VP of Asset Management with Monument Realty at the address listed in Section 29.

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21.10.02 Certificate must list Contractor name and address.

21.10.03 Certificate must list building name and address.

21.10.04 Coverage, Personal Injury & Advertising Injury Coverage, and XCU (Explosion, Collapse and Underground Hazard Insurance), in an amount not less than \$1,000,000.00 per occurrence.

21.10.05 All Risk Fire and Extended Risk Policy Business Personal Property, to include alterations, additions and improvements, in amounts covering up to **100%** of replacement cost.

21.10.06 **ADDITIONAL INSURED ENDORSEMENT**- “Hard Copy” must be attached to the Insurance Certificate naming the following Additional Insured as respects to General Liability for the specific premises. **Must name Landlord as a “Loss Payee”**.

21.10.07 **PRIMARY WORDING ENDORSEMENT** – Stating Additional Insured insurance is non-contributing with any other insurance OR the following statement may be provided on the Additional Insured Endorsement:

It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insured’s shown above shall be primary insurance, but only as respects to any claims, loss or liability arising out of the named insured’s operations, and any insurance maintained by the additional insured’s shall be non-contributing.

21.10.08 **30 DAY NOTICE OF CANCELLATION ENDORSEMENT** – “endeavor to but failure to” wording must be removed from the Insurance Certificate *AND* a 30-Day Notice of Cancellation Endorsement must be attached to the Insurance Certificate.

21.10.09 **WAIVER OF SUBROGATION ENDORSEMENT** – on General Liability *AND* Worker’s Compensation.

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21.10.10 Insurance Underwriter Notification: If waiver(s) is not able to be provided immediately, please send a memo stating that waiver will follow upon approval and completion, OR have the carrier provide a statement that they cannot comply with this request.

22. EMPLOYEE BONDS:

22.1 All employees of Contractor who are assigned to the Owner/Agent's building(s) shall be bonded. Contractor shall furnish the Owner/Agent, within ten (10) days after execution of Contract, a certificate of a Commercial Blanket Bond indemnifying the Owner/Agent against any injury, loss or damage caused by Contractor's employees up to a maximum of \$50,000 per occurrence.

23. INDEMNIFICATION:

23.1 Contractor indemnifies and holds Owner/Agent, their parent, subsidiaries and affiliated companies, their licensees, and each of their officers, directors, partners, stockholders, representatives, agents and employees and each of their respective successors and assigns (referred to collectively hereinafter as "Indemnified Parties") harmless from and against any damages, liabilities, claims, demands, costs and expenses, including without limitation court costs and reasonable attorney's fees (including allocable fees of in-house counsel), of whatsoever type or nature or howsoever incurred (referred to collectively hereinafter as "Damages"), arising out of or incurred in connection with Contractor's performance under this Contract, or the breach by Contractor of any representation, warranty, or covenant made by Contractor under this Contract, or out of or in connection with the purchase, use, rental or resale by Owner/Agent of any services provided under this contract.

23.2 Contractor agrees that the services to be provided by Contractor under this Contract are to be rendered by Contractor as an independent contractor, and that Owner/Agent is to have no responsibility for the acts of, bodily injury to, death of, or loss of employment by Contractor or Contractor's agents or employees or representatives, and Contractor will indemnify and hold harmless all Indemnified Parties from any and all Damages with respect to any and all claims for bodily injury or death or property loss or damage arising out of or

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attributable to performance by Contractor under this Contract.

24. PERSONNEL AND INSURANCE:

24.1 Contractor shall be solely responsible for the hiring and firing of any personnel to be furnished hereunder, other personnel matters with respect to such personnel, the payment of wages, benefits and other remuneration due to such personnel, and any and all taxes which may be imposed upon or levied or assessed against such wages or other remuneration or payments made by Owner/Agent to Contractor hereunder.

24.2 Contractor represents, warrants and covenants that it shall deduct and withhold from payment to any of its personnel any amount required or permitted to be deducted and withheld under the provisions of the applicable federal, state and local laws and shall remit to the applicable governmental authorities such amounts and any amounts otherwise due in connection with payments made by Owner/Agent to Contractor hereunder.

25. WARRANTY:

25.1 Contractor warrants that the elevator/escalator maintenance services will be provided to Owner/Agent in accordance with the terms of this Contract and with prevailing industry standards for elevator/escalator maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.

26. CONTRACTOR TO COMPLY WITH LAWS:

26.1 In the performance of this Contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all governmental units and authorities having competent jurisdiction over Contractor and /or the work performed by Contractor hereunder. Contractor shall also procure and pay any necessary permits or licenses pertaining to the work performed by Contractor pursuant to this Contract.

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27. ASSIGNMENT:

27.1 Contractor shall not, without prior written consent of the Owner/Agent which may be granted or withheld in the sole discretion of Owner/Agent, assign, in whole or part, its interest in or the rights to or obligations under this Contract to a third party.

28. MODIFICATION:

28.1 This contract shall not be amended, changed, or modified, in whole or part, except by an instrument in writing duly executed by the parties hereto, or their respective successors or permitted assigns.

29. NOTICES; ADDRESS:

29.1 Any notice, report, list or demand herein provided to be given or made or which may be given or made by either party to the other shall be deemed to have been duly given and made three (3) business days after same is deposited in the United States mail, postage prepaid and addressed as follows:

To Owner/Agent:

Address

To Contractor:

Address

30. GOVERNING LAW; JURISDICTION AND VENUE:

30.1 Regardless of the place of execution hereof, this Contract, all amendments hereto, and any and all issues or controversies arising herefrom or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of _____ (USA) applicable to contracts made, entered into and performed entirely therein. Contractor hereby consents to personal jurisdiction in and services of process by any competent state or federal court in the State of _____ (USA). In the event that litigation is required to resolve any dispute or disagreement associated with this Contract, the parties agree and consent that exclusive jurisdiction and venue for any such litigation shall be in _____ County, _____, (USA) and the parties hereby waive any and all objections to such jurisdiction and venue. Contractor agrees that services of process by mail shall be effective service of same and such service shall have the same effect

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as personal service within the State of _____ (USA) and result in jurisdiction over Contractor in the appropriate forum in the State of _____ (USA).

31. SEVERABILITY:

31.1 If any term, provision, covenant or restriction of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless to so continue the Contract would unjustly prejudice the parties hereto.

32. COUNTERPARTS:

32.1 This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

33. WAIVER:

33.1 The failure of any party hereto at any time or times to enforce or to require strict compliance or performance by the other party of any provisions hereof shall in no manner affect the right to enforce the same or to avail itself of such remedies as it may have for any breach thereof, and shall not constitute a future waiver of such provisions. No waiver by any party hereto of any condition, or of the breach of any term, provision, warranty, representation, Agreement or covenant contained in this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any other term, provision, warranty, representation, Agreement or covenant herein contained.

34. COOPERATION; FURTHER ASSURANCES:

34.1 Each party agrees to perform its respective obligations hereunder and to take, or cause to be performed or taken, all things necessary, proper or advisable under applicable law to permit the performance of this Contract in the manner contemplated hereby, and shall cooperate fully with the other party and

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its officers, directors, employees, agents and other representatives in connection with the performance of all acts contemplated hereunder.

35. TIME OF THE ESSENCE:

35.1 Time is of the essence in the performance of this Contract.

36. SECTION HEADINGS:

36.1 The Section headings contained herein are for convenience and for reference purposes only, and shall not be deemed to constitute a substantive portion hereof.

37. SINGULAR/PLURAL:

37. Whenever required by the context, the use of singular form shall be deemed to include the plural, and the use of the plural form shall be deemed to include the singular.

38. CONSTRUCTION:

38.1 This Contract shall be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Contract to be drafted.

39. SUCCESSORS AND ASSIGNS:

39.1 This Contract shall be binding upon and ensure to the benefit of the parties hereto, their respective administrators, successors, and permitted assigns. Nothing herein, except as is specifically provided in this Contract, is intended to confer upon any person, other than the parties hereto and their respective administrators, successors, and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Contract.

40. INDEPENDENT CONTRACTORS:

40.1 The parties are and shall remain independent contractors and nothing herein shall be deemed to cause this Contract to create an agency, employment, partnership, or joint venture between the parties. Neither party shall have any authority to bind the other to any matter or undertaking.

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41. OWNERSHIP OF EQUIPMENT:

41.1 The Contractor shall not at any time assume possession or control of any part of the equipment, but such shall remain the Owner's exclusively.

42 SIGNATURE BLOCK

42.1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**OWNER:
(Name Here)**

By: (Owner Name)
its sole member

By: (Owner Name or Representative Name)
its manager

By: _____

Name: _____

Title: _____

Corporate Seal

**CONTRACTOR:
(Name Here)**

By: _____

Name: _____

Title: _____

Corporate Seal

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PART 2 - SPECIFICATIONS

1.01 SCOPE:

The Elevator and Escalator Preventive Maintenance Specification (the "SPECIFICATION") establishes the minimum requirements for a full maintenance program on any elevator, escalator and/or dumbwaiter which shall be contracted by XYZ Company as Owner's Agent located at:

(hereinafter referred to as the "Owner/Agent") with an approved bidder.

1.02 CONTRACTOR COMPETENCE AND QUALIFICATIONS:

The Contractor shall be competent and experienced in the field of elevator/escalator service with a minimum of five (5) years prior experience on comparable or more complex elevator equipment and currently have service contracts on similar equipment. The Contractor must have a local service office and demonstrate the ability to answer a service call within one (1) hour of notification by telephone.

The Contractor shall provide the following data:

1.02.01 A statement that the firm is regularly engaged in the business of installing and/or servicing equipment of the same type and character as this project.

1.02.02 A complete list of similar projects, which are or have been maintained by the Contractor. List shall include company names, addresses, and contact person and telephone number.

1.02.03 A list including names of personnel directly employed by the Contractor, whose responsibilities include management, coordinating, installing and servicing elevator equipment, giving the length of time each has been employed by the Contractor and the amount of experience each has in similar projects.

1.02.04 An outline of office and warehousing facilities with a complete list of equipment and parts to properly install and/or maintain equipment for this project.

1.02.05 A statement agreeing to allow the inspection of these facilities by Owner or Owner's Elevator Consultant.

1.02.06 A list of technical information, engineering data and diagnostic tools to prove the Contractor's technical capacity to perform maintenance of subject equipment.

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1.02.07 A financial statement showing the Contractor's financial status.

1.02.08 A statement showing Contractor's capabilities to provide bid and/or performance bonds. Any limitations of bonds shall be outlined.

1.02.09 A description of any other factors that will strengthen Contractor's position to be considered as an approved bidder on this project.

1.02.10 All statements shall be signed by an authorized agent, representative, or employee of Contractor, with title of position and dated.

1.03 PERFORMANCE CONFERENCES AND REPORTS:

1.03.01 At the end of each ninety (90) day period, the Contractor shall meet with the Owner/Agent to review performance and schedule major repairs contemplated during the next ninety (90) day period. The Contractor shall submit to Owner/Agent written performance reports at the end of each six (6) month period. The Contractor shall submit, when applicable, any written recommendations related to safety issues, new attachments, etc. Contractor's supervisory personnel shall be available at all times to report to and confer with Owner/Agent. Contractor shall submit to the Owner/Agent such records and reports as may be identified in this SPECIFICATION or such other records and reports as Owner/Agent may require.

1.03.02 Contractor shall have a Supervisor regularly conduct a field audit of the performance of Contractor's field personnel. Contractor shall semi-annually survey all equipment covered by this Contract to conform compliance to the requirements of the Contract.

1.03.03 On all elevator shutdowns involving passenger entrapments, a comprehensive report shall be prepared and submitted to the Owner/Agent within 24 hours of the entrapment. The report shall include building location, elevator identification, date and time of entrapment, time entrapped passengers were released, cause of entrapment and corrective action taken by the Contractor.

1.04 INSPECTION OF EQUIPMENT AND CONDITIONS AT JOB SITE:

1.04.01 Prior to bidding, it shall be the responsibility of the bidder to visit the job site and inspect each elevator, escalator and/or dumbwaiter to establish to his satisfaction with the condition of the equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "as is" condition. No claims shall be allowed for correction of deficiencies claimed to exist prior to award of contract. However, should Contractor with good reason disagree with parts of the proposed specification, such items of disagreement must be brought to the Owner/Agent's attention in a separate bid addendum. To disagree with parts of the specifications does not excuse contractor from first providing a bid proposal in direct accordance with this

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specification.

1.05 WIRING DIAGRAMS:

1.05.01 Contractor shall provide to Owner/Agent a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the contract term. The diagrams are to be furnished to the Owner/Agent immediately following modifications at the sole expense of the Contractor.

1.05.02 Changes are to be edited on the original wiring diagrams and must be completed no later than sixty (60) days after the installation or additions to the equipment. Failure to perform such wiring diagram changes will result in the Contractor paying the Owner/Agent, at the Owner/Agents' election, \$50.00 per day for each day the limit is exceeded or the Owner/Agent, at its election may deduct the amount from any sum owed or to be owed to the Contractor.

1.06 SOFTWARE:

1.06.01 If any part of the equipment requires computer software which Contractor should require a backup or archival copy of the software, a written request shall be submitted to the Owner/Agent prior to bidding.

1.06.02 If Owner/Agent agrees to grant Contractor permission to the request, the back up or archival copy shall remain the property of the Owner/Agent and shall not be removed from the premises.

1.06.03 If during the term of the agreement the Contractor should install controller software upgrades, the upgrades shall remain a part of the equipment in the event of termination of the service agreement by either party.

1.07 REMOTE MONITORING:

1.07.01 Should the Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at the Contractors' expense.

1.08 CHECKING IN AND OUT:

1.08.01 The Contractor's personnel shall check in with the Owner/Agent's representative and sign in log book prior to commencing work and check out after completing the work. This requirement applies to regular maintenance, repair and callbacks. At time of check-in, Owner/Agent's representative shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention.

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1.09 TIME SHEETS:

1.09.01 A time sheet or ticket shall be submitted to the Owner/Agent for approval within twenty-four (24) hours of servicing or repairing an elevator/escalator unit. The time sheet or ticket shall include the date the work was performed, the time of day the work started and finished and the building name and elevator/escalator number.

1.10 CONTINUITY OF SERVICE:

1.10.01 The Contractor will correct any failures, which takes any equipment out of service within three (3) regular work days from the day of the failure. If the equipment is not back in service by such time, the Owner/Agent shall receive a credit to the monthly maintenance payment for the equipment, prorated for the period the equipment was out of service beyond such time.

1.11 ANALYSIS AND ADJUSTMENTS:

1.11.01 On each group of elevators consisting of three (3) or more cars a computerized traffic analysis shall be performed as soon as possible after commencement of contract. Readjustment of the group elevator systems shall be performed within six (6) months of commencement of contract. After readjustments have been completed, computerized traffic analysis shall be performed for comparison of before and after conditions.

1.11.02 Computerized traffic analysis shall be performed annually to ensure proper operation.

1.11.03 All computerized traffic analysis shall be for a consecutive five (5) day (Monday through Friday) 24 hour period.

1.12 MATERIAL SAFETY DATA SHEETS:

1.12.01 The Contractor shall furnish to the Owner/Agent an approved Material Safety Data Sheet for all cleaning solvents, lubricants, oils, greases, paints, etc. used during their performance of the elevator preventive maintenance. A copy of the applicable Material Safety Data Sheets shall be visibility mounted in each elevator equipment room in a protective cover.

1.13 EMPLOYEE SAFETY:

1.13.01 The Contractor shall maintain employee safety as one of its most important concerns. The Contractor shall provide employees with information and supplies necessary to comply with the Occupational Safety and Health Act

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(OSHA) and procedures stated in the Elevator Industry Field Employees' Safety Handbook. The Contractor shall conduct regular and systematic safety meetings with employees to discuss new procedures and improve on safety awareness.

1.14 SECTION HEADINGS:

1.14.01 The Section headings contained herein are for convenience and for reference purposes only, and shall not be deemed to constitute a substantive portion hereof.

1.15 SINGULAR/PLURAL:

1.15.01 Whenever required by the context, the use of singular form shall be deemed to include the plural, and the use of the plural form shall be deemed to include the singular.

1.16 GOVERNING LAWS:

1.16.01 Contractor shall abide in strict accordance with all laws, codes, rules and regulations as set forth by governmental authorities having jurisdiction affecting the equipment and Contractor's activities.

PART 2 - SCOPE OF ELEVATOR/ESCALATOR MAINTENANCE

2.01 SCOPE OF WORK

2.01.01 This SPECIFICATION provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs and testing on all parts of the elevator/escalator equipment including, but not limited to the following:

2.01.02 Machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys and all other components and parts of the machine and brake.

2.01.02 Hoist and governor ropes, including tension equalization.

2.01.02 Hoist motors, including motor windings, solid state power conversion drives, motor generators, rotating elements, including commutators, brushes, brush holders and bearings and all other related components and parts.

2.01.03 Motor windings shall be treated as needed with proper insulating compound, which has been approved by the motor manufacturer.

2.01.04 Controllers, encoders, transducers, selectors and dispatching

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equipment, including all relays, solid-state components, resistors, capacitors, transformers, contacts, leads, timing devices, computer devices, steel tape (or cable) and mechanical and electrical driving equipment and all other related components and parts.

2.01.05 Pump units, including motors belts, sheaves or pulleys, valves, seals, mufflers, heating elements, tank, tank oil, exposed pipes, shut-off valves and all other components of the pump unit.

2.01.06 Plungers, packing, and hydraulic system oil and all above ground piping and connections.

2.01.07 Governors, governor sheave and shaft assemblies, bearings, contacts, governor jaws, car and counterweight safety mechanism, car and counterweight sheave assemblies, deflectors, 2:1 or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails (excluding replacement), top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes, rollers and liners, inductors, cams and tapes and all other related components and parts.

2.01.08 Hoistway door interlocks, hoistway door hangers and rollers, bottom door gibs, door closing devices and all other related components and parts.

2.01.09 Door operators, including door drive chains, sheaves, belts, car door hangers, rollers and upthrusts, car door contacts, door protective devices, bottom door guides and all other related components and parts.

2.01.10 Load-weighing equipment, car frames, platforms, elevator car roller guides and all other components and parts.

2.01.11 Alarm bells, emergency stop switches, emergency car lights and batteries and all other related components and parts.

2.01.12 Car fans or exhaust blower, car and corridor signals and fixtures including lights, pushbuttons, contact assemblies, keyswitches, dials, voice annunciation systems, read-out indicators and audible signaling devices.

2.01.13 Car, hoistway and machine room wiring including traveling cables.

2.01.14 All operating features and functions, including firefighters service, emergency power operation and Independent Service, including the operating switches for those features and functions.

2.01.15 Escalator driving system, including machine, worms, gears, sprockets, brake, coupling, coil, lining, chains, bearings, motor, stator, rotor and all other related components and parts.

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2.01.16 Escalator handrail system, including sprockets, handrails, rollers, chains, bearings, brush guards, driving mechanism and all other related components and parts.

2.01.17 Escalator step system, including steps, treads, chains combplates, track, rollers and all other related components and parts.

2.02 SCHEDULED MAINTENANCE:

2.02.01 All preventive maintenance performed by the Contractor shall be scheduled elevator by elevator prior to commencement of the contract and subject to final approval of the Owner/Agent. Minimum preventive maintenance frequency visits shall be weekly for gearless equipment, semi-monthly for geared equipment, monthly for hydraulic equipment and semi-monthly for escalator equipment.

2.02.02 The preventive maintenance schedule, as prepared by the Contractor, shall show building name, elevator serial numbers, examination frequency, and examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this SPECIFICATION.

2.02.03 Maintenance schedules shall be permanently located in the equipment rooms for each elevator. The schedules shall be accessible for the Owner/Agent for monitoring. Schedules shall be maintained by indicating the work performed, signature of the mechanic performing the work and dated the day the work was performed.

2.02.04 Removal of elevators/escalators from service shall be coordinated with and approved by the Owner/Agent. To the extent possible all preventive maintenance that requires removal of elevator/escalator from service shall be scheduled during off peak hours of building operation. No elevator/escalator shall be taken out of service during the normal business day without prior notification to the Owner/Agent except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees. Elevators taken out of service shall be identified by placing signage at every floor indicating elevator is out of service. Signs shall be removed after service is restored.

2.03 EXAMINE:

2.03.01 The Contractor shall examine the equipment at regular intervals sufficient to preserve the life of the equipment.

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2.03.02 When, as a result of a Contractor examination, corrective action is determined to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections.

2.03.03 When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor, shall be delivered to the Owner/Agent. If the Owner/Agent disagrees with the Contractor's determination, Owner/Agent and Contractor shall use their best efforts to resolve the disagreement in a manner mutually agreeable to the parties.

2.03.04 Items of an emergency nature shall be communicated by the Contractor to the Owner/Agent immediately and followed up in written form.

2.03.05 Examinations of the equipment shall follow the basic procedures recognized by the elevator/escalator service industry. (Paragraph 2.02.01 states minimum visits).

2.04 CLEAN:

2.04.01 The Contractor shall clean all of the elevator/escalator equipment as well as the elevator equipment room, hoistways and pits. Cleaning of the equipment shall occur at regular intervals sufficient to maintain a professional appearance and preserve the life of the equipment. Minimum cleaning intervals shall be as set forth in Part 4 of this SPECIFICATION.

2.04.01 The Contractor shall report to the Owner/Agent the need for cleaning and/or janitorial services for all items not covered by the contract or which is otherwise not the responsibility of the Contractor.

2.05 PAINT:

2.05.01 The Contractor shall paint the elevator/escalator equipment at intervals to maintain a professional appearance, prevent rusting and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Paint shall not emit hazardous or offensive odors. In certain circumstances painting may need to be done outside of the regular working hours, which shall be included by the Contractor. Application of the paint shall, in all circumstances, comply with applicable local codes and/or latest edition of *ASME/ANSI A17.1, American National Standard Safety Code for Elevators and Escalators*.

2.06 LUBRICATE:

2.06.01 The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment

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manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. All lubricants shall be stored in approved containers.

2.06.02 Contractor shall drain and flush machine gear cases, door operators (where applicable) and bearing oil reservoirs annually and refill with the proper type and grade of oil.

2.07 ADJUST:

2.07.01 The Contractor shall make the necessary equipment adjustments when the operation of the equipment varies from its normal designed performance standards.

2.07.02 Qualified individuals, employed by the Contractor, shall make adjustments with appropriate tools and instruments. Adjustments shall be made at regular intervals to maintain the elevator in optimum operating condition.

2.07.03 Parts or assemblies that have worn (or otherwise deteriorated) beyond normal adjustment limits shall be replaced.

2.08 REPLACE:

2.08.01 The Contractor shall replace all items covered under the Contract during the course of scheduled preventive maintenance. In the opinion of the Contractor and Owner/Agent, a replacement shall be made to prevent an unscheduled elevator/escalator shutdown and to ensure the continued normal operations of the elevator/escalator. Replacements shall be made to extend the useful life of the elevator/escalator.

2.09 REPLACEMENT PARTS:

2.09.01 The Contractor shall be required to furnish metal cabinets with a supply of spare parts sufficient for normal maintenance and repair of the elevators/escalators. The value of the replacement parts maintained on the job shall be adequate to perform an effective preventive maintenance program. A metal can and lid shall also be provided in each machine room for the storage of oily rags.

2.09.02 Motors, armatures, field coils, and any other major component shall be delivered to the job site within two (2) days of known requirement.

2.09.03 Used parts or parts that are not equal to or better than genuine

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manufacturer's parts are not acceptable and shall not be used by the Contractor on the Owner's equipment.

2.10 REPAIRS:

Repairs, which are the responsibility of the Contractor:

2.10.01 The Contractor shall make repairs to elevator/escalator components covered by this Agreement. The Contractor shall make (or cause to be made) all repairs, which become necessary due to normal wear and use of the elevator/escalator systems. The Contractor shall be solely responsible for all cost for labor, materials, expenses and supplies, which occur as a result of the stated repair

2.10.02 In the event major repair work becomes necessary, Contractor will provide separate repair personnel to accomplish the work to ensure that the regular service personnel continue their normal preventive maintenance on the equipment.

2.10.03 Repairs, which are the responsibility of the Owner:

2.10.04 Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Owner/Agent to obtain formal approval to proceed. The Owner/Agent reserves the right to obtain comparison proposals from other contractors.

2.10.05 The Contractor, when authorized by the Owner/Agent, where such repairs are not included in the contract, shall make repairs.

2.10.06 The Contractor shall supply all labor, materials and supplies at the Contractor's standard billing rates. Material and supplies shall be billed at cost plus 10% for overhead and plus 10% for profit. On completion of all repair work, the Contractor shall submit to the Owner/Agent for payment an invoice detailing the nature of the work performed and related charges.

2.11 PERFORMANCE OF PERIODIC TEST (S):

2.11.01 The Contractor shall perform periodic Safety Test(s) of the elevator/escalator components. The periodic test(s) shall be conducted in strict accordance with standards and procedures stated in *ASME/ANSI A17.1, Safety Code for Elevators and Escalators*, latest edition. Test results shall be recorded on forms supplied by the Contractor and acceptable to the Owner/Agent. Upon completion of test(s), copies shall be submitted to the Owner/Agent signed by the elevator mechanic who performed the test(s) and an authorized representative of the Contractor.

2.11.02 Contractor shall assist with testing of the firemen's emergency

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operation and emergency power operation in accordance with *ASME/ANSI A17.1*. These tests are to be scheduled by the Owner/Agent during regular hours at the frequency required by code. The Owner/Agent shall pay additional costs for overtime tests.

2.11.03 Inspections performed by city, county, state, or federal government and/or insurance agencies or representatives are not included in this SPECIFICATION.

2.12 CALLBACK SERVICE:

2.12.01 For the purpose of this SPECIFICATION, a callback is a request from the Owner/Agent to the Contractor requesting the Contractor to go to a specific elevator/escalator to correct any problem and/or condition which needs attention before the Contractor's next scheduled preventive maintenance visit. Additionally, a callback is work, which is performed by one person working alone, at the job site, for a period of less than two (2) hours.

2.12.02 Work in excess of two (2) hours or requirement of a second person shall be considered repair work and shall be governed by Part 2, Paragraph 2.10 of this SPECIFICATION.

2.12.03 The Contractor shall respond to any callback within a minimum of one (1) hour from the time in which a non-emergency callback was reported to the Contractor. For emergency callbacks such as entrapments, the Contractor shall respond within a minimum of thirty (30) minutes from the time the emergency was reported to the Contractor.

2.12.04 Should the Contractor fail to respond within stipulated times, the Owner/Agent shall have the right to require the Contractor to pay \$150.00 for each occurrence or Owner/Agent, at its election, may deduct the amount for any sum owed or to be owed to the Contractor.

PART 3 - EXCLUSIONS

3.01 THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE FOLLOWING:

3.01.01 Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear and tear.

3.01.02 Repair or replacement of car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, inside car handrails, mirrors, carpets and tile flooring), hoistway enclosures, hoistway gates, doors, frames, sills, signal fixture faceplates, rail alignment

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when affected by building compression or shifting, underground hydraulic jack cylinders including underground piping and fittings, Muzak, two-way communications equipment not installed by the elevator Contractor, smoke sensors, cleaning of "interiors" and exposed portions of sills, escalator lighting, balustrades, wedge guards and floor plates.

3.01.03 Regardless of the above, the Contractor shall be responsible for the refinishing of scrape marks on car or hoistway doors if caused by improper adjustment of the doors or associated equipment.

3.01.04 Making safety test or installing new attachments on the elevators/escalators when recommended by insurance companies or governmental authorities.

3.01.05 For maintaining the main line power feeders and associated disconnect switches and breakers.

3.01.06 Lighting for car interior and machine room or pit illumination.

3.01.07 Emergency power generator and associated contacts and wiring.

3.01.08 Except for exclusions above, all other components of the equipment is fully covered by this agreement.

PART 4 - MINIMUM PREVENTIVE MAINTENANCE FREQUENCY AND TASK

The following preventive maintenance frequency and task lists are not inclusive of all required maintenance points for the variety of equipment available throughout the elevator industry. These maintenance frequency and task lists are designed to be examples of the preventive maintenance quality level required by this SPECIFICATION. The Contractor is required to submit specific preventive maintenance frequency and task lists for each type of equipment prior to commencement of contract for Owner/Agent approval as stated in paragraph 2.02 - Scheduled Maintenance.

4.01 GEARED & GEARLESS PASSENGER AND SERVICE:

4.01.01 Each Visit:

4.01.01.01 Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise.

4.01.01.02 Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.

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4.01.01.03 Check for proper car and hall button operation and all indicator illuminations and lantern operations.

4.01.02 Monthly:

4.01.02.01 Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor.

4.01.02.02 Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.

4.01.02.03 Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches.

4.01.02.04 Clean and inspect governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.

4.01.02.05 Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.

4.01.02.06 Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable.

4.01.03 Quarterly:

4.01.03.01 Inspect rope shackles, car and counterweight guides, TM and Slow Down switches, adjust and lubricate as required, check emergency light.

4.01.03.02 Check and adjust brake. Inspect and lubricate pivot pins.

4.01.03.03 Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.

4.01.03.04 Check out complete safety circuit.

4.01.03.05 Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.

4.01.03.06 Clean, inspect and lubricate governor linkage.

4.01.03.07 Inspect, rotate and equalize hoist cables. Inspect cable shackles and fastenings.

4.01.03.08 Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.

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- 4.01.03.09 Inspect TM, slowdown, leveling and/or limit switches.
- 4.01.03.10 Clean and inspect all car and hoistway door contacts and interlocks.
- 4.01.03.11 Check door closing force. Check car and hoistway hangar rollers and adjust up thrusts.
- 4.01.03.12 Inspect door operator bearings and cams.
- 4.01.03.13 Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
- 4.01.03.14 Clean and inspect car and counterweight buffers. Check buffer oil level and operation.

4.01.04 Semi Annual:

- 4.01.04.01 Check control and main line fuses, voltage readings, motor and motor generator wire connections, overloads, armature clearance and brake cores.
- 4.01.04.02 Check motor overload devices, resistor and resistance connections.
- 4.01.04.03 Check car safety mechanism and governor rope hitch.

4.01.05 Annual:

- 4.01.05.01 Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
- 4.01.05.02 Check all controller and selector terminals. Check and clean all fuse holders.
- 4.01.05.03 Check car frame, overhead, car and counterweight sheaves, sills and pit.
- 4.01.05.04 Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check all fastenings.
- 4.01.05.05 Annual car safety test. Clean, inspect and lubricate governor and safety mechanisms. Check buffer oil level.
- 4.01.05.06 Adjust motor control and perform logic systems operation check.

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4.01.05.07 Clean hoistway and hoistway equipment including guide rails, counter weights, hoistway door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables.

4.01.06 Five year:

4.01.06.01 Perform full load governor, safety and buffer test.

4.02 HYDRAULIC PASSENGER AND SERVICE:

4.02.01 Each Visit:

4.02.01.01 Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise.

4.02.01.02 Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.

4.02.01.03 Check for proper car and hall button operation and all indicator illuminations and lantern operations.

4.02.01.04 Check for leaks in power unit, hydraulic control valve, silencer, sound couplings and oil line

4.02.02 Monthly:

4.02.02.01 Clean and inspect power unit, controller and motor. Check drive belt tension and condition.

4.02.02.02 Check for leaks and oil level in power unit. Clean power unit oil drip pan.

4.02.02.03 Clean and inspect car top, operating switches, door operator and controls, car door hangars, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.

4.02.02.04 Clean and inspect hoistway door hangars, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches.

4.02.02.05 Clean and inspect hydraulic plunger, seals and packing. Check jack oil drip container.

4.02.02.06 Check guide rail lubrication drip containers in pit.

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4.02.03 Quarterly:

- 4.02.03.01 Check motor and pump sheave alignment. Check motor and pump mounting fastenings.
- 4.02.03.02 Adjust hydraulic control valve. Clean hydraulic control valve strainers. Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings.
- 4.02.03.03 Clean and adjust controller components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller parts.
- 4.02.03.04 Check out complete safety circuit.
- 4.02.03.05 Check adjustment of roller/slide car guides. Check bearings/liners and fastenings.
- 4.02.03.06 Inspect TM, slowdown, leveling and/or limit switches.
- 4.02.03.07 Clean and inspect all car and hoistway door contacts and interlocks.
- 4.02.03.08 Check door-closing force. Check car and hoistway hangar rollers and adjust up thrusts.
- 4.02.03.09 Inspect door operator bearings and cams.

4.02.04 Semi Annual:

- 4.02.04.01 Check control and main line fuses, voltage readings and motor wire connections.
- 4.02.04.02 Check motor overload devices, resistor/resistance connections and starters, contactors and contacts.

4.02.05 Annual:

- 4.02.05.01 Check all controller terminals. Check and clean all fuse holders.
- 4.02.05.02 Check car frame, sills and pit
- 4.02.05.03 Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name.

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4.02.05.04 Perform logic systems operation check.

4.02.05.05 Clean hoistway and hoistway equipment including guide rails, hoistway door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables

4.03 ESCALATOR:

4.03.01 Each Visit:

4.03.01.01 Inspect machine space and lower well.

4.03.01.02 Check steps.

4.03.01.03 Check and clean handrail.

4.03.01.04 Check comb teeth.

4.03.01.05 Check skirt guard.

4.03.01.06 Check lighting.

4.03.01.07 Inspect and lubricate step and drive chains.

4.03.01.08 Check and test start key switches and stop switches.

4.03.02 Monthly:

4.03.02.01 Clean and inspect machine and controller.

4.03.02.02 Clean machine space and lower well.

4.03.02.03 Check stop buttons - top and bottom.

4.03.02.04 Check drive machine oil level.

4.03.02.05 Check combplate - top and bottom.

4.03.02.06 Check handrails, guards and brushes - top and bottom.

4.03.02.07 Clean and apply friction reducing agent on step risers and skirt panels.

4.03.02.08 Check demarcation lighting.

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4.03.02.09 Check and adjust handrail chains and drive.

4.03.02.10 Inspect step and drive chains and rollers.

4.03.03 Quarterly:

4.03.03.01 Check main line disconnect and fuses.

4.03.03.02 Check condition of step chain guide.

4.03.03.03 Check reverse phase relay.

4.03.03.04 Check brake action and stopping distance.

4.03.03.05 Check handrail tension and drive.

4.03.03.06 Test safety switches on skirt panels and combplate.

4.03.03.07 Test broken driving chain safety switch.

4.03.03.08 Test broken step chain safety switch.

4.03.03.09 Test handrail inlet safety switch.

4.03.03.10 Test skirt guard safety switch.

4.03.03.11 Test step running safety switch.

4.03.03.12 Test step wheel tire safety switch.

4.03.04 Semi Annual:

4.03.04.01 Check soffit guards.

4.03.04.02 Inspect balustrade panels for damage and fastenings.

4.03.04.03 Adjust magnet brake, gap adjustments between core and armature, adjustment or BSR (brake serial resistance).

4.03.04.04 Inspect and lubricate lower terminal gear guide.

4.03.04.05 Inspect and lubricate step bearing.

4.03.04.06 Inspect and lubricate each moving part of drive chain safety switch.

4.03.04.07 Check step surfaces and structural integrity.

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- 4.03.04.08 Check play in steps and proper riser clearance.
- 4.03.04.09 Check running clearance between step and skirt panels
- 4.03.04.10 Clean intermediate oil pan.

4.03.05 Annual:

- 4.03.05.01 Clean escalator wellway drip pans and related equipment.
- 4.03.05.02 Inspect and lubricate drive motor bearings.
- 4.03.05.03 Inspect and lubricate driving machine.
- 4.03.05.04 Inspect and lubricate upper terminal gear bearing.
- 4.03.05.05 Clean and inspect step tracks.
- 4.03.05.06 Drop brake shoes, clean, lubricate and adjust.
- 4.03.05.07 Flush gear case, replace oil.
- 4.03.05.08 Check for proper running speed.
- 4.03.05.09 Check reversal stop switches for proper operation.
- 4.03.05.10 Check step up thrust device for proper operation.
- 4.03.05.11 Test drive motor overloads.
- 4.03.05.12 Perform safety tests

PART 5 - PERFORMANCE STANDARDS

5.01 SERVICE INTENT

It is the intent of this SPECIFICATION that the elevator equipment be maintained so as to reserve the operating characteristics in accordance with the original manufacturer's design.

5.02 PERFORMANCE LEVELS

The following are performance levels, which are a part of the original design, and which shall be maintained at all times.

- 5.02.01 Contract speed of all elevators, dumbwaiters and lifts. Variance from rated speed, regardless of load, shall not exceed 5% on motor generator and

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conventional contactor type control and 2% on SCR and solid state/digital type control.

5.02.02 Flight and Cycle performance times.

5.02.03 Accuracy of leveling shall be measured under all load conditions. The accuracy of leveling of 1/4 of an inch shall be used in this contract.

5.02.04 Opening and closing times of all hoistway and car doors within limits of *ASME/ANSI A17.1 Safety Code for Elevators and Escalators*, latest edition.

5.02.05 Door reversal devices, detectors and/or all passenger sensor devices.

5.02.06 Variable car and hall door hold open times.

5.02.07 Individual car and group operations and devices.

5.02.08 Emergency fire service, emergency power, communications, emergency car light and alarm bell.

5.02.09 Escalator handrail vs. step speed shall not vary more than 2 fpm.

5.03 PERFORMANCE CRITERIA

For the purpose of this SPECIFICATION, the following performance criteria shall apply:

5.03.01 Flight Time is the elapsed time in seconds from brake open to brake close on a one (1) floor run of approximately 12'0" and/or elevator starting after the interlock circuit is made and elevator stops at the next landing.

5.03.02 Cycle Time is the elapsed time in seconds from car doors starting to close until the doors are three quarters open at the next landing on a one (1) floor run of approximately 12'0".

5.03.03 Door Open Time is the elapsed time in seconds from the time the car doors start to open after arriving at a landing until they are fully open.

5.03.04 Door Close Time is the elapsed time in seconds from the time the car doors starts to close after a call is initiated until they are fully closed with the interlock engaged. This must not exceed requirements as set forth in *ASME/ANSI A17.1, Rule 112.3 Safety Code for Elevators and Escalators*, latest edition. Closing Time will vary slightly depending upon door opening width and weight of the doors.

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5.03.05 Door closing force must not exceed the requirement of 30 pounds as set forth in *ASME/ANSI A17.1 Safety Code for Elevators and Escalators*, latest edition. This is tested by stalling the closing car door in high speed and applying a spring pressure gauge against the leading edge of the door and reading the amount of pressure the door exerts to continue closing.