

ORANGE COUNTY LIBRARY DOWNTOWN

101 E CENTRAL BLVD, ORLANDO, FL 32801

LERCH BATES MAINTENANCE SPECIFICATION

SERVICE PERIOD AS DESCRIBED IN SECTION 018000 OF MODERNIZATION SPECIFICATIONS	EFFECTIVE DATE	Contractor Signature	PURCHASER SIGNATURE
INTERIM MAINTENANCE EFFECTIVE DATE			
12 MONTH FREE SERVICE WARRANTY EFFECTIVE DATE			
5 YEAR CONTINUED MAINTENANCE EFFECTIVE DATE			
ADD DATES ON PAGE 3 OF THIS AGREEMENT AS THEY ARE ESTABLISHED			

PREPARED FOR:

Orange County Library District d/b/a the Orange County Library System (LIBRARY), an independent special taxing district created by Florida Legislature.

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PART 1 - MAINTENANCE SPECIFICATION REQUIREMENTS

1.1 PARTIES

The parties to this Contract (the "Contract") are Orange County Library District d/b/a the Orange County Library System (LIBRARY), an independent special taxing district created by Florida Legislature. ("Purchaser") and _____ ("Contractor"). The contract start date is the date this Contract is executed by Purchaser or their Designated Representative. The purpose of this Contract is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser. This Contract covers elevators detailed in Appendix A.

1.2 DUTIES OF CONTRACTOR

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

1.3 CONTRACT INTENT

- A. The intent of this Contract is to maintain the vertical transportation equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the vertical transportation systems detailed in this Contract. The purpose of the maintenance program specified herein is to provide the following:
 - 1. Safe, consistent, and reliable operation.
 - 2. Conformance with Lerch Bates' performance criteria.
 - 3. Maximum operational performance.
 - 4. Maximum beneficial usage.
 - 5. Maximum life cycle.
- B. Contractor acknowledges Purchaser is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Contract intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Contract. Any open violations, due to an AHJ inspection, will remain the responsibility of the Purchaser to address with the previous Contractor. Contractor will leave equipment in a condition acceptable to Purchaser, or a mutually agreeable third-party consultant, at the termination date.
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Contract.
- E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:

1. Travel time shall not be billable for any reason, only time on the jobsite for work performed shall be considered billable in the event the service call is justified as a billable service call based on the parameters outlined in the Contract.
2. Site arrival time and departure time clearly identified on technician's time sheet.
3. Service call and work description clearly identified on technician's time sheet.
4. Provide billable material cost and labor backup upon request. Mark-up on material shall not exceed 20%.
5. Travel time, travel expenses, fuel or vehicle charges and/or surcharges of any type shall not be allowed.
6. Contractor's invoice must include clear and concise detail of service call and work complete.
7. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.
8. Contractor agrees to bill Purchaser for upgrades or billable repairs within sixty calendar days of completion of project. If Contractor fails to invoice within this time period, a penalty of 20% per month will be incurred.
9. Contractor agrees to respond to any requests for invoice clarification within fifteen calendar days of a request from the property or consultant. If Contractor fails to respond within this time period, a penalty of 20% will be assessed at day sixteen and each thirty-calendar day period thereafter.
10. Contractor will, at the request of Purchaser or their representative, provide any and all requested invoices and/or proposals submitted. Time tickets related to invoiced work must also be provided.
 - a. This request will be limited to the previous twelve calendar months.
 - b. All documents must be provided within fourteen calendar days of request.

1.4 OBSOLESCENCE

- A. No claims for Obsolescence will be considered for the Interim Period, 12 Month Warranty Period, or for Twenty (20) years following the expiration of the 12 Month Warranty Period.

1.5 TERM OF CONTRACT

- A. The term of this Contract is inclusive of Interim Period Maintenance, 12-Month Free Service Warranty Period and 5-Year Continued Maintenance Period as described in Section 018000 of the Lerch Bates Modernization Specification Documents.

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- B. If Contract is not renewed after the initial term of five, work shall continue, month to month, at fifth year pricing until a new Contract is executed. Following the initial term of this Contract either party may terminate with sixty calendar days prior written notice.

- C. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall send invoices detailing the fees in this Contract, and other charges to Purchaser based on the process outlined by the Purchaser.

1.6 NOTICE TO CURE/CANCELLATION

- A. If Contractor violates any provision or fails to properly perform services required by this Contract on any unit, Purchaser shall issue Contractor a Notice to Cure advising Contractor of deficiencies in writing.
 - 1. Within ten calendar days, unless otherwise agreed upon, Contractor will provide a formalized correction plan for all deficiencies at Contractor's expense and to Purchaser's sole satisfaction.
 - 2. If Contractor fails to comply or remedy all deficiencies within thirty calendar days following the initial request, unless otherwise agreed in writing, Purchaser shall have right to retain a qualified Elevator Consultant acceptable to both parties to conduct a non-binding mediation of any disputes as identified in this document as: PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK.
 - 3. In the event that deficiencies remain unresolved after the thirty-calendar day cure period, unless otherwise agreed upon in writing, Purchaser may perform or cause to be performed all or any part of specified services. Contractor agrees that it shall reimburse Purchaser for any expenses incurred by use of credit memo or check, if required.
 - 4. Purchaser shall have the right to consider this non-compliance and a breach of the contract and shall have the option to cancel this Contract without penalty.
- B. Failure to maintain performance requirements, maintenance procedures and meet KPI metrics may result in a Notice to Cure as outlined in this document.
- C. If a second notice to cure is issued, the Purchaser shall have the right to cancel, with thirty calendar days' notice, at the Purchaser's convenience. The waiver by Purchaser of a breach of any provision of this Contract by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- D. Purchaser may modernize all or a portion of vertical transportation units during the term of this Contract. Modernization is any "Alteration" as defined by Code. Any modernization may be competitively bid and if the successful bidder is not the current Contractor, then the Contractor agrees that this contract may be cancelled at the sole discretion of the Purchaser. The Purchaser is under no obligation to include the Contractor in the bidding process.
- E. If this Contract Is Cancelled:
 - 1. Contractor agrees to take actions necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 - 2. Contractor shall immediately deliver to Purchaser all as-built wiring diagrams, portable electronic diagnostic devices supplied or owned by Purchaser, access codes owned by Purchaser, and other materials and documentation related to and required to facilitate services required by this Contract or the Authority Having Jurisdiction.

1.7 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Contract, Appendix D, or reasonably inferred, whether or not expressly stated herein.

- B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Contract.
- C. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Contract including any appendices or attachments.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP).
 - 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Contract.
 - 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 - 6. To Purchaser's satisfaction in conformance with this Contract.
 - 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
 - 9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- D. Contractor shall, at a minimum, initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.
- E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.
- F. Contractor's Additional Services:
 - 1. Monitoring and servicing of emergency elevator audible and video communication equipment. Provide 24/7 monitoring of the emergency communication and video equipment.
 - 2. During regular business hours, attendance and assistance to facilitate access of the machine room(s), pit(s) and hoistway(s) for general building maintenance items not included as the Contractor's responsibility including but not limited to sump pump(s), lighting / lamping, fire life safety detection devices, etc. Contractor may require certain waivers for third party contractors/employees.
 - 3. Attendance and assistance to facilitate Emergency Power testing during regular working hours. If services are requested during overtime, the rate billed shall be the applicable overtime premium portion only of the hourly rates as detailed within these documents and appendices. Purchaser will provide a minimum of two weeks' notice for overtime or regular time standby requests.
 - 4. During regular business hours, attendance and assistance to facilitate Fire Service initiating devices. If services are requested during overtime, the rate billed shall be the applicable overtime premium portion only of the hourly rates as detailed within these documents and appendices. Contractor will provide a minimum of two weeks' notice for overtime or regular time standby requests.
 - 5. Contractor shall conduct and log monthly fire service testing during their monthly regular preventive maintenance service visits.

1.8 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed that are in effect at the

time of execution of this Contract. In the event of differing testing requirements between this Contract and local codes or ordinances, the more stringent requirement shall prevail.

- B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Contract, unless compensated for such tests, installation, or services.
- C. Contractor must complete all applicable code and/or AHJ-mandated testing and work tasks.

1.9 CONTRACTOR'S EMPLOYEES

- A. This Contract is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Contract shall be satisfactory to Purchaser. Purchaser shall be given at least thirty calendar days' notice prior to making changes to site-specific mechanic/employees.
- D. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Contract by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser's notice, Contractor shall immediately provide qualified replacement persons.
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall always be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.
- G. Contractor represents and warrants that it has done all appropriate background check and investigations of employees and is solely responsible for the actions of their employees in the execution of Services under this Contract.

1.10 HOURS AND MANNER OF WORK

- A. All work, except as otherwise noted in this Contract, including unlimited call-back service, shall be performed during the building's regular hours. These hours are 7:00 a.m. to 5:00 p.m. (regular time). Purchaser, at its option, may request callback or normal service within the scope of this Contract at no additional cost during those hours. Emergency callback service requested prior to 4:00 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be invoiced at the overtime premium portion only.
- B. Overtime Inclusive Work:
 - 1. Contractor shall provide no-charge overtime service for entrapments, if the same elevator has shut down within the past 48 hours or if all elevators servicing a particular part of the building are not operable.
- C. Response Time for Callback Service:
 - 1. **During regular time hours identified above, Contractor shall arrive at Property within 120 minutes from time of notification of equipment problem or failure by Purchaser.** For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
 - 2. **During the regular time hours identified above, Contractor shall arrive at Property in response to passenger entrapment calls within 45 minutes from time of notification by Purchaser.**
 - 3. **During hours outside those identified above, Contractor shall arrive at Property within 150 minutes on overtime from time of notification of equipment problem or failure by Purchaser.** For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
 - 4. **During hours outside those identified above, Contractor shall arrive at Property in response to passenger entrapment calls within 75 minutes on overtime from time of notification by Purchaser.**
- D. If additional work within the scope of this Contract is requested during overtime hours, Purchaser shall pay the overtime premium portion only at the stated hourly rates.
- E. If additional work beyond the scope of work enumerated in this Contract is requested during regular hours, the regular time hourly rates shall apply.
- F. If additional work beyond the scope of work enumerated in this Contract is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the stated hourly rates.
- G. Minor Shutdown: Minor shutdowns are equipment failures remedied by typical, readily available, in warehouse stock-able or adjustment related components. If a unit shuts down or is removed from service for repair, unless specifically excluded by the terms of this Contract, Contractor shall be responsible for ensuring that minor shutdowns and/or breakdowns are repaired so the affected unit is not out of service for more than twenty-four total hours after contractor has been notified of the problem.
 - 1. Minor shutdowns and/or breakdowns including but not limited to issues such as door rollers, door belts, hoistway roller guides/slide guides, electrical or mechanical adjustments, fuses, relays, contacts, handrail guide rollers, comb plates, safety switches, etc.

2. Purchaser will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement. Contractor responsible for providing formal documentation/notification of delays.
 3. If Contractor fails to complete such repairs Contractor shall complete such repairs on an overtime basis, as directed by Purchaser at no additional cost to Purchaser. The overtime portion shall not exceed two-man hours, exclusive of travel time.
- H. Regular Shutdown: Regular shutdowns are equipment failures remedied by typical, readily available systems, subcomponents which can be procured via standard stock, overnight delivery, etc. If a unit shuts down or is removed from service for repair, unless specifically excluded by the terms of this Contract, Contractor shall be responsible for ensuring that typical/average shutdowns and/or breakdowns are repaired so the affected elevator/unit is not out of service more than forty-eight total hours after contractor has been notified of the problem.
1. Regular shutdowns and/or breakdowns including but not limited issues such as wye-delta contacts, starter contacts, valves, pump motors, hydraulic packings, microprocessor boards, push buttons, escalator steps or step treads, etc.
 2. Purchaser will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement (Contractor responsible for providing formal documentation/notification of delays).
 3. If Contractor fails to complete such repairs within the noted timeline, Contractor shall complete such repairs on an overtime basis, as directed by Purchaser at no additional cost to Purchaser. The overtime portion shall not exceed four team hours, exclusive of travel time.
- I. Major Shutdown: Major shutdowns are equipment failures remedied by major components requiring fabrication, equipment specific modifications/specializations, extended trucking/delivery due to size, etc. If a unit shuts down or is removed from service for an unplanned repair, unless specifically excluded by the terms of this Contract, Contractor shall be responsible for preparing a repair schedule within 48 total hours of the unit outage. Contractor shall be responsible for ensuring that major shutdowns and/or breakdowns are repaired so the affected unit is returned to service within the written approved schedule.
1. Major shutdowns and/or breakdowns including but not limited issues such as hoist ropes, worm gear, drive repair/replacement, etc.
 2. Purchaser will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement. (Contractor responsible for providing formal documentation/notification of delay/s).
 3. If Contractor fails to complete such repairs per written approved schedule or if the repair exceeds fourteen calendar days, Contractor shall complete such repairs on an overtime basis, as directed by Purchaser at no additional cost to Purchaser. Overtime requirements shall be limited to eight team hours of overtime per day in addition to the regular time hours.
- J. Travel time billed in response to any callback is not allowed.
- K. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
- L. During peak passenger traffic times, Purchaser requires all elevators to be in operation. The elevator Contractor shall not remove elevators from service during these times without authorization. The peak traffic times are Monday thru Friday 7:30-9:30 a.m. Holidays are excluded.

1.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per month for on-site, routine, regular preventive maintenance as listed in Appendix A (see detailed scheduled hours).
- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance.
- C. Preventative maintenance hours shall not include time expended for callbacks, unplanned repair work or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- D. Contractor's Employees Shall:
 - 1. Purchaser may require Contractor's employees to check in with designated personnel each time they enter the building. Upon arrival and departure all Contractor employees may be required to register in the log maintained at Purchaser's location.
 - 2. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, i.e., callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure.
 - 3. When departing the property, Contractor's personnel shall sign the maintenance logbook indicating as listed above under item D. 2.
 - 4. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser or supplied by Contractor.
- E. If the hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser. If the hours expended fall below those required for two three-month rolling average periods, the Purchaser shall have the right to a credit in the amount of the shortfall in hours. The credit shall equal the number of hours short at the stated regular time hourly rate.
- F. Quarterly at a minimum, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
 - 1. A review of the previous quarter's callbacks.
 - 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service.
 - 3. A review of any reported complaints.
 - 4. Such other elevator-related items as may be appropriate.
 - 5. A review of on-site spare equipment or parts for the elevators.
 - 6. A review of maintenance hours.
 - 7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.

1.12 SCHEDULING OF WORK

- A. Pre-Maintenance Repairs: Equipment shall be taken in "as-is" condition and not charge Purchaser for any work just so long as the equipment is providing beneficial usage at the time of Contract Commencement. In the event an elevator is not operational at the time of Contract Commencement date, the Contractor shall provide immediate assessment of the equipment and provide a cost to

remedy the inoperable elevator. Cost details shall itemize labor hours, labor rates, material cost and a not to exceed profit mark up of 10%.

1.13 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Contract shall be subject to the provisions of this Contract.
- B. Total callbacks for equipment failure on any elevator shall not be more than 1 per unit, per one quarter, as indicated in Appendix A.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.14 PERFORMANCE REQUIREMENTS

- A. Contractor acknowledges and agrees to maintain the minimum performance requirements for the elevators designated and detailed in the tables in Appendices A and B.

1.15 REMOVAL OF UNITS FROM SERVICE

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

1.16 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections, or tests whenever it deems advisable or necessary to ascertain that the requirements of this Contract are being fulfilled.
- B. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections.
- C. Deficiencies noted shall be submitted in writing to the Contractor.
- D. If said deficiencies are not corrected at the time of the initial scheduled follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of \$300/hour, portal to portal. The follow up audit will be scheduled no sooner than sixty days following delivery of the initial audit report.
- E. If deficiencies remain unresolved at the time of the follow up review, Purchaser shall issue Notice to Cure.
- F. Purchaser may retain a qualified vertical transportation consultant to perform any services and mediate disputes noted in this section or elsewhere in this Contract.

1.17 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:
 - 1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, vandalism, or misuse of the equipment by anyone other than Contractor, its

employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.

2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels.
4. Jack casing, hydraulic cylinders, and underground or concealed piping.
5. Lamps for car, machine room, and pit illumination. Contractor shall replace machine room and pit lamps if such items are provided by Purchaser.
6. Smoke and heat sensors and related life safety equipment.
7. Standby power generators and associated contacts and relays and wiring to the elevator machine rooms, exclusive of wiring connections to elevator controller.
8. Building paging/communication systems, including consoles, panels, and wiring to junction box on elevator controllers. However, Contractor shall maintain and replace when required emergency telephone and video equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
9. Failure or fluctuations of property electric power, air conditioning as it relates to Controller Equipment. Hoist rope replacement shall not be Purchaser's responsibility due to normal environmental conditions at property unless direct water comes in contact with ropes.
10. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
11. Access control equipment, card readers and related devices, software, hardware, programming:
 - a. Exclusive of elevator traveling cables or security systems installed by elevator contractor.
 - b. Termination points within elevator systems in control room and car.
12. Upgrades to control/dispatching systems, not to include software updates.

1.18 REMOVAL OF PARTS

- A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Purchaser. This does not include renewal parts stocked on the job by Contractor but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Purchaser, which shall remain its sole property until installed on the equipment.

1.19 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.
- B. Machine rooms and parts cabinets shall be always kept clean and neat. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.
- C. Critical spare parts associated with the elevator controller, door equipment and signal fixtures shall be kept in the elevator machine room. The manufacturer of the equipment shall designate the recommended spare parts for attic stock.

1.20 WIRING DIAGRAMS

- A. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.

- B. For each piece of equipment under service, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third-party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Purchaser may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if Purchaser's set of drawings or manuals cannot be located at that time.

1.21 MAINTENANCE CONTROL PROGRAM

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

1.22 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Appendices A and B.
 - 1. Callback frequency.
 - 2. Callback response time.
 - 3. Mean time between callbacks.
 - 4. Availability.
 - 5. Maintenance actions, tasks, and/or maintenance hours.
- B. Contractor will provide Enterprise Resource Planning (ERP) data downloads, on a minimum 24-hour cycle, to Lerch Bates. This data will include but not be limited to the following requirements:
 - 1. Callback/Repair Log containing the following:
 - a. Clients' individual unit identifier.
 - b. Service Provider's individual unit identification number.
 - c. Service Provider's individual Client code or identifier.
 - d. Date and time call was placed.
 - e. Date and time technician arrived.
 - f. Date and time unit was removed from service.
 - g. Date and time unit was returned to service.

- h. Callbacks must be delineated by the following:
 - 1) Equipment failure (Contractor responsibility).
 - a) Controls.
 - b) Car door equipment.
 - c) Hoistway door equipment.
 - d) Hoistway electronics.
 - e) Mechanical systems.
 - 2) Misuse of equipment or vandalism.
 - 3) Entrapment.
 - 2. Maintenance Log containing the following:
 - a. Client's individual unit identifier.
 - b. Service Provider's individual Unit identification number.
 - c. Service Provider's individual Client code or identifier.
 - d. AHJ given ID number
 - e. Date of maintenance action, including beginning and completion times.
 - f. Detail/number of maintenance tasks performed.
 - g. Maintenance minutes/hours expended by unit.
 - h. All AHJ required testing completion dates.
 - 3. This information shall be accessible via Application Programming Interface (API) calls initiated by Lerch Bates.
 - a. The Contractor API will be accessible as a REST Web Service. Lerch Bates will query the API on the frequency limit specified in contractor developer documentation which can be no less than five times a day to obtain updated Portfolio information on the sites/buildings/units under contract.
 - b. Specific information/documentation on how to access the API, including authentication, methods, data fields, and message schemas, will be available in a separate API Developer Guide.
 - c. Contractor will notify Lerch Bates of any new API versions to be published ninety days in advance of go-live.
 - d. Data will be available for query on the contractor API for no less than twelve months after it is posted.
 - e. Data posted to the contractor API will be reasonable and accurate. Such as mechanic arrival times that occur after call times, work completed times that occur after mechanic arrival times, and reasonable amounts of time in-between these events
 - f. Further, Contractor retains all intellectual property rights in the Software including the API developed in connection with this Contract. Purchaser and/or Lerch Bates shall not, and are not authorized to, alter, modify, copy, edit, format, create derivative works of the API or otherwise use software including the API except as expressly described within this contract.
 - 4. As the API is being developed and tested, the Purchaser will accept spreadsheet reporting for the above items on a not less than weekly frequency. Alternatively, contractor may provide purchaser access to data described above via contractor service portal.
- C. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices purchased by Purchaser, shall be maintained, and upgraded by Contractor during the term of this Contract and shall remain Purchaser's property at the expiration or cancellation of the contract.
- D. **Local inspection fees regarding operation of equipment covered by this Contract shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies**

covered by this Contract shall be paid by Contractor. Elevator Contractor is responsible for coordinating the inspections timely with the Purchaser's desired Inspection Company.

- E. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 - 1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
 - F. Contractor shall not, during performance of this Contract, or thereafter, use or permit the use of Purchaser or Property Manager's name or the name of any affiliate of Purchaser or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser and Property Manager, as applicable.
 - G. Purchaser will not use Contractor provided software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
 - H. Contractor's work shall not include any abatement or disturbance of asbestos containing material, presumed asbestos containing materials, or other hazardous materials, i.e., lead, PCBs (Printed Circuit Boards), etc., collectively "HazMat." Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed.
 - I. Any HazMat removal or abatement shall be the Purchaser's sole responsibility and expense.
 - J. Any component installed by the contractor during the term of this Contract shall become included in the general MCP and covered as any other standard component within this Contract.
- 1.23 PURCHASER'S RESPONSIBILITIES
- A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.
 - B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
 - C. Maintain equipment room heating and air conditioning systems to maintain a temperature range of 60°-90° F, non-condensing.
 - D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
 - E. Prohibit storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.
 - F. Maintain standby power generator systems and related switch gear and feeders if present.
 - G. Maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.

- H. Coordinate with Contractor regarding Purchaser's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
- I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

PART 2 - EXECUTION

- A. IN WITNESS WHEREOF, the parties have executed this Contract the date noted below:

MAINTENANCE CONTRACTOR	PURCHASER
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____



PURCHASER TO INITIAL SERVICE LEVEL DESIRED BELOW

OVERTIME COVERAGE		OR	REGULAR TIME COVERAGE CONTRACT	
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APPENDIX A -
EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS, AND PRICING

Car ID	Group ID	AHJ ID	Make	Type	Capacity	No of Stops	Speed
1	1	33774		Gearless Traction	3,000	6	200 fpm
2	1	33775		Gearless Traction	3,000	6	200 fpm
3	n/a	33775		Gearless Traction	2,100	6	200 fpm
4	n/a	33777		Gearless Traction	4,500	6	200 fpm
5	n/a	6988		Geared Traction	5,000	4	
6	n/a	6987		Geared Traction		3	

B. Contractor shall provide pricing as follows:

Elevator Contractor Monthly Maintenance Hours and Billing. If equipment conditions warrant, Contractor is responsible for increased maintenance hours to ensure the intent of the equipment reliability, safety and performance criteria is achieved at all times.

Car ID	Group ID	AHJ ID	Elevator Contractor Minimum Monthly Maintenance Hrs.	Purchaser's Requested Overtime Maintenance Hrs.	Total Annual Hours
1	1	33774	.75	0	9
2	1	33775	.75	0	9
3	n/a	33775	.75	0	9
4	n/a	33777	.75	0	9
5	n/a	6988	.75	0	9
6	n/a	6987	.75	0	9
Subtotals			4.5 hours / month	0 hours / month	54

INTERIM MAINTENANCE COST

MONTHLY COST PER UNIT IN SERVICE
\$ /PER UNIT/MO.

5 YEAR CONTRACT COST

YEAR 1 COST ALL ELEVATORS	YEAR 2 COST ALL ELEVATORS	YEAR 3 COST ALL ELEVATORS	YEAR 4 COST ALL ELEVATORS	YEAR 5 COST ALL ELEVATORS	TOTAL ALL ELEVATORS
\$	\$	\$	\$	\$	\$

UNLESS CONTRACTOR MAKES A CLARIFICATION ASSOCIATED WITH DIFFERENT PRICING PER ELEVATOR, IT IS ASSUMED EACH ELEVATOR'S MONTHLY COST IS EQUAL TO THE OTHERS SHOULD A CREDIT BE DUE TO PURCHASER ON AN INDIVIDUAL ELEVATOR BASIS AT ANYTIME.

HOURLY RATES

MECHANIC 1.0	MECHANIC 1.7	MECHANIC 2.0	TEAM 1.0	TEAM 1.7	TEAM 2.0
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LABOR RATES SHALL BE FIRM FOR INITIAL 5 YEAR TERM.

SERVICE STAFF

TECHNICIAN NAME PERFORMING SERVICES (CONTRACTOR TO UPDATE INFORMATION ANNUALLY VIA CONTRACT ADDENDUM)	STATE OF FLORIDA CERTIFICATION NUMBER	YEARS CERTIFIED
1: (PRIMARY)		
2:		
3:		
4:		

SERVICE SUPPORT STAFF

PHONE	PHONE	EMAIL
1: ACCOUNT MANAGER:		
2: SERVICE MANAGER:		
3: GENERAL MANAGER:		
4:		

APPENDIX B -
KEY PERFORMANCE INDICATORS AND PERFORMANCE CRITERIA

A. Equipment KPI (Key Performance Indicator) Evaluation:

1. The below KPI's shall be upheld by the Elevator Contractor or Non-Compliance Penalties shall be deducted automatically from the next maintenance invoice. Contractor shall self-monitor compliance and issue credits automatically, and financial penalties or credits owed to Purchaser shall not expire.:

Target Criteria Description		Financial Penalty Reduction taken on next invoice
100%	Maintenance Hours Completed Each Month	Financial Credit owed to Purchaser that equates to 100% of the unit monetary value or make up the maintenance hours the following month based on Purchaser's discretion.
≥90 days	Mean Time Between Callbacks: When a unit falls below the 90-day threshold it shall be considered as conditionally passing in subsequent months if the elevator has no callbacks during that month. Callbacks due to vandalism or misuse of the equipment shall be excluded from MTBC calculation.	Written 30-day plan from General Manager outlining specific tasks that will be taken to restore reliability. Other financial penalties associated with excessive callbacks apply.
≥99.5%	Equipment Availability	Written 30 day plan from General Manager outlining specific tasks that will be taken to restore reliability. Other financial penalties associated with excessive callbacks apply.
>72 hrs	Out of Service - any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs.	Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
≤ 4	Callbacks per unit per year	\$250.00 per call back beyond target criteria
≤1	Not more than 1 entrapment per unit per year	\$250.00 per call back beyond target criteria
≤ 120 Minutes Regular Hours	Response time for service call, from notification of problem to being onsite.	\$100.00 per call back beyond target criteria
≤ 45 Minutes Regular Hours	Response time for entrapment call, from notification of problem to being onsite.	\$100.00 per call back beyond target criteria
≤ 150 Minutes Overtime	Response time for service call, from notification of problem to being onsite.	\$100.00 per call back beyond target criteria
≤ 75 Minutes Overtime	Response time for entrapment call, from notification of problem to being onsite.	\$100.00 per call back beyond target criteria
≤ 30 Days	Correct all audit deficiencies identified by Consultant.	\$100.00 per unit per 7-day week beyond target.
≤ 90 Calendar Days to resolve all code inspection violations	Correct all Code Inspection deficiencies that are the responsibility of the Elevator Contractor. Ensure the elevators are operating with a current certificate of operation at all times.	Applicable Fines that may be imposed by the Authorities Having Jurisdiction.

- B. Performance Criteria: Contractor agrees to maintain the following minimum performance requirements for the elevators listed in Appendix A. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Contract:
1. Floor to Floor Time: Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center-opening doors or 1/2 open for side-opening doors. (See following Tables 1-3.)
 2. Door opening times are measured in seconds from start of car door open until doors are fully open. (See following Table 4.)
 3. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by code. (See following Table 4)
 4. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
 5. Door opening and closing shall be smooth and quiet, with smooth stops at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
 6. Speed: Variance from rated speed, regardless of load, shall not exceed the following in either the up or down direction:
 - a. 3% for closed loop equipment.
 - b. $\pm 10\%$ hydraulic equipment in the up direction regardless of loading conditions.
 - c. $+10\%/-20\%$ hydraulic equipment in the down direction with no load.
 7. Stopping Zone: Stopping zone is the measured variation in inches in vertical distance between the car sill and the landing sill when the car has stopped under any load condition Stopping accuracy shall be $\pm 1/4"$.
 8. Stopping accuracy shall be measured under all load conditions and maintained per this Contract. Standards shown are maximum allowable from no load to full load.
 9. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
 10. Elevator cars shall travel smoothly and quietly through the hoistways.

**TABLE 1: FLOOR-TO-FLOOR PERFORMANCE TIME REQUIREMENTS IN SECONDS
FOR OVERHEAD TRACTION ELEVATORS**

SPEED (FPM)	ACCEL. RATE (FPS ²)	DOOR TYPE AND OPENING WIDTH*								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'- 0" STANDARD** (SECONDS)
		SIDE-OPENING				CENTER-OPENING				
		36"	42"	48"	54"	36"	42"	48"	54"	
GEARED RANGE										
200	1.75	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	0.30
250	1.75	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	0.25
300	2.0	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	0.20
350	2.25	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	0.20
400	2.5	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	0.20
450	2.75	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	0.20
GEARLESS RANGE										
500	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
700	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
800	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
1000	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
1200	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add following factor; 0.5 second for widths up to 42" and 1 second for widths over 42".										
** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard.										

TABLE 2: DOOR OPEN/CLOSE TIME REQUIREMENTS*

DOOR WIDTH	HIGH-SPEED HEAVY-DUTY 2.5 FPS				MEDIUM-SPEED MEDIUM-DUTY 2.0 FPS				LOW-SPEED 1.5 FPS			
	Side-Opening		Center-Opening		Side-Opening		Center-Opening		Side-Opening		Center-Opening	
	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close	Open	Close
30"	1.8	3.1	1.3	2.0	2.0	3.1	1.4	2.0	2.3	3.1	1.6	2.0
32"	1.8	3.2	1.5	2.2	2.1	3.2	1.5	2.2	2.5	3.2	1.8	2.2
34"	1.9	3.4	1.5	2.2	2.2	3.4	1.5	2.2	2.7	3.4	1.8	2.2
36"	2.1	3.4	1.5	2.2	2.2	3.4	1.6	2.2	2.8	3.4	1.9	2.2
38"	2.1	3.5	1.6	2.3	2.3	3.5	1.6	2.3	2.9	3.5	2.0	2.3
40"	2.2	3.8	1.6	2.3	2.4	3.8	1.7	2.3	3.0	3.8	2.0	2.3
42"	2.3	4.0	1.6	2.4	2.5	4.0	1.7	2.4	3.1	4.0	2.1	2.4
44"	2.3	4.1	1.6	2.5	2.6	4.1	1.7	2.5	3.2	4.1	2.1	2.5
46"	2.4	4.2	1.6	2.6	2.7	4.2	1.8	2.6	3.3	4.2	2.2	2.6
48"	2.4	4.6	1.6	2.7	2.7	4.6	1.8	2.7	3.5	4.6	2.2	2.7
50"	2.5	4.6	1.8	2.7	2.8	4.6	1.9	2.7	3.6	4.6	2.3	2.7
52"	2.6	4.8	1.8	2.8	2.9	4.8	1.9	2.8	3.7	4.8	2.3	2.8
54"	2.6	5.1	1.8	3.0	3.0	5.1	1.9	3.0	3.7	5.1	2.3	3.0
60"	2.8	6.1	1.8	3.2	3.2	6.1	2.1	3.2	4.1	6.1	2.6	3.2
66"	3.0	6.1	1.9	3.5	3.5	6.1	2.2	3.5	4.3	6.1	2.6	3.5
72"	3.2	6.6	2.0	3.7	3.7	6.6	2.3	3.7	4.7	6.6	2.8	3.7

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add 0.5 second to close time for widths ≤42" and 1.0 second close time for widths >42". Times are from closed to fully open or fully open to fully closed.

- C. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for the equipment at each site and within the following parameters:
1. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 15 mg peak-to-peak for gearless elevators and 20 mg peak-to-peak for geared elevators, in the 1-10 Hz range. Measurement criteria shall be ISO 8041, peak-to-peak vs. A95 standard.
 2. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second² with an initial ramp between 0.5 and 0.75 seconds.
 3. Sustained jerk shall not exceed 6 feet/second³.
 4. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and Purchaser that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Contract or a related Contract).

APPENDIX C - DEFINITIONS

- A. The words or phrases shown below, which appear in this Contract, are defined as follows:
1. AHJ: Authority Having Jurisdiction
 2. MCP: Maintenance Control Program as defined by AHJ-enforced version of ASME A17.1
 3. Pro-Active: Acting in anticipation of future problems, needs, or changes.
 4. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible
 5. Preventive: To anticipate or act ahead of; to keep from happening.
 6. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.
 7. Unplanned Maintenance: Tasks and/or repairs that are required due to equipment failure due to either operational malfunction or testing failure. Causes that are specifically excluded in this Contract do not count as unplanned maintenance times.
 8. Planned Maintenance: Tasks and/or repairs that are scheduled, in advance, while the unit is operational. To be considered planned, the Purchaser must be notified of the intended repair and schedule, in writing, prior to the unit being out of service.
 9. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
 10. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
 11. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
 12. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service/number of out of service events. In the context of this Contract, refers to Mean Time Between Callbacks.
 13. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
 14. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as "maximum availability - down time/maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability. The availability also considers the amount of time a building or facility requires the equipment to be available on a daily, weekly, monthly, annual basis.
 15. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
 16. Rebuild: To repair, especially to dismantle, rewind, machine, and/or reassemble with new parts.
 17. Fabricate: To construct or manufacture from prepared, standard, or custom components.
 18. Calendar Days: Any day appearing on the calendar, whether a weekday, weekend day, national holiday, state holiday, or other day.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

- A. Pro-Active, Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Contract or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
 - a. Elevator phone and video communication equipment (service, replacement, repair)
 - b. Each visit shall include a visual inspection of the hoistways, machine rooms, pits.
 - c. Hoist machines, including worm gears, thrust bearings, drive sheaves, drive sheave shafts, and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake.
 - d. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts.
 - e. Controllers, drives, selectors and dispatching equipment, including all micro-processor and/or solid-state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts.
 - f. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts.
 - g. Rope brake devices, secondary braking devices, car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.
 - h. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.
 - i. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car, and counterweight guide rails, guide rail slip clips, fishplates, attachment and support means of rails, rail clearances, rail alignment for safety and to achieve ride quality criteria herein, top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts.
 - j. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts.
 - k. Car and hoistway door gibs, including their attachments to the door panels.
 - l. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaf, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts.

- m. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges, and light rays), and all other related components and parts.
 - n. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Purchaser), and all other related components and parts.
 - o. Alarm bells, emergency stop switches, emergency car lights, and batteries.
 - p. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, traveling cables and wiring and all other related components and parts.
 - q. Hoist, compensating, and governor ropes, chains or belts and their fastening means, and all other similar or related components and parts.
 - r. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - s. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, oil/fluid, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery. If there is a leak in the hydraulic tank, Contractor is expected to make all attempts to repair the leak. Replacement of the tank unit is the responsibility of the Purchaser.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables/traveling cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.

- i. Replace burned out light tubes or bulbs, furnished by Purchaser, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Purchaser's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
 - j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. 24/7 monitoring of the emergency communication devices per code requirements.
 - l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
 - m. Maintain, in fully operational condition, Elite type elevator position indicators.
 - n. Any panel that includes integral elevator information within the display.
 - o. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
3. Additional Services:
- a. Cleaning:
 - 1) Contractor shall clean elevator equipment, machine rooms, hoistways and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits, or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or because of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Purchaser to determine responsibility for cleaning.
 - b. Painting:
 - 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Purchaser.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.
 - c. Lubrication:
 - 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
 - d. Adjustment: Adjust the equipment as necessary:
 - 1) To the specifications found in this Contract.
 - 2) When required to maintain performance standards specified in this Contract.
 - 3) When necessary, to preserve the useful life of a part or assembly.

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

APPENDIX E -
CODE-MANDATED TESTS

- A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests in accordance with the more stringent of the requirements of ASME A17.1 of the AHJ including but not limited to:
 - 1. Annual no load slow speed test of safeties, governors, and buffers.
 - 2. Five-year, full load, full speed test of safeties, governors, and buffers.
 - 3. Monthly firefighters' service operational tests.
 - 4. Annual pressure relief tests on hydraulic elevators.
 - 5. Annual standby power operation tests on elevators.
 - 6. Monthly Operational Tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
- B. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
- C. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- D. Contractor shall provide not less than fourteen (14) calendar days' prior written notice to Purchaser of its intent to perform any testing, including Category 1, Category 3, and Category 5 tests, such that a representative of Purchaser may witness the tests. Written reports of all periodic tests shall be submitted to Purchaser. The Contract Price shall include all required testing performed during regular working hours.
- E. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with this Contract. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Appendix A of this Contract.
- F. Category 1 and Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with the overtime portion rate outlined in Appendix A.
- G. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- H. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.
- I. Contractor is responsible for ensuring all equipment included under Contract is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.

- J. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.
- K. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.
- L. Contractor shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section K above.
 - 1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
 - 2. Interior finishes are EXCLUDED from the contractor's responsibility.
- M. Submit Inspection reports to Purchaser within ten (working days of completion of tests, confirming findings including corrective actions required and taken. When a deficiency is noted by the AHJ, for all items that are not covered under the service Contract, contractor shall submit a written proposal to Purchaser within ten working days.

APPENDIX F -
INSURANCE

OCLS TO REVIEW AND CONFIRM THIS IS ACCEPTABLE, OR PROVIDE ALTERNATIVE REQUIREMENTS.

- A. During the term of this Agreement, Company shall maintain and provide to OCLS a certificate of insurance proving it has the following described insurance coverage:
 - 1. Professional Liability Insurance: \$1,000,000 per claim, with a maximum deductible of \$25,000;
 - 2. Comprehensive Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage;
- B. Comprehensive General Liability Insurance: a combined single limit for personal injury and property accident of \$1,000,000 per occurrence;
- C. Worker's Compensation: statutory benefits, as required by law; and \$1,000,000 for employer's liability.
- D. Company may use blanket policies to satisfy these insurance requirements.
- E. The Company shall add, at no cost to OCLS, OCLS as an additional named insured to the Company's business automobile and the commercial general liability insurance policies to protect OCLS, its contractors and subcontractors, and their respective employees from claims related to death, injury, or property (real or personal) damage resulting from the performance of this Agreement.
- F. On or before the Effective Date of this Agreement, the Company shall provide OCLS with Certificates of Insurance evidencing compliance with the coverage requirements in this Section. Such certificates shall provide that the insurance policies will not be materially changed or canceled until at least thirty (30) days' prior written notice has been given to the other party, or ten (10) days in the case of nonpayment. Failure of OCLS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of OCLS to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Company's obligation to maintain such insurance.
- G. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to OCLS) and be licensed to do and doing business in Florida.
- H. No approval by OCLS of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by OCLS of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- I. All proceeds of insurance required for the protection of OCLS and obtained by or under the control of the Company shall first be applied to satisfy the Company's obligations to OCLS under this Agreement.

APPENDIX G -
INDEMNIFICATION

OCLS TO REVIEW AND CONFIRM THIS IS ACCEPTABLE, OR PROVIDE ALTERNATIVE REQUIREMENTS.

- A. The Contractor acknowledges that it has reviewed site and equipment conditions covered by this Contract prior to the date of commencement of this Contract. The Contractor shall indemnify Purchaser against any claims during the Term of this Contract for adjustment, repair, or replacement of all equipment for which the Contractor is responsible under this Contract.
- B. To extent permitted by law, Contractor shall indemnify and hold harmless Indemnified Parties from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, penalties, judgments, liens, encumbrances, orders and awards, whether foreseen or unforeseen, direct or indirect, special or consequential, all of which are collectively referred to as "claims," howsoever caused, which directly or indirectly relate to or result wholly or in part from, or are alleged to relate or result wholly or in part from:
 - 1. Services performed or required to be performed by Contractor.
 - 2. Any violation of this Contract by Contractor.
 - 3. Any action or omission of Contractor outside the scope of this Contract.
 - 4. Utilization of electronic diagnostic devices/capabilities in performance of Services.
- C. Such indemnity shall include reasonable attorneys' fees, experts' fees, court costs, and other related expenses arising out of any matter covered by foregoing indemnity, except to extent of claims specifically excluded in this document. Contractor shall initially defend claims hereunder on behalf of Indemnified Parties through counsel approved in writing by Purchaser (not unreasonably withheld), until such time as a court of competent jurisdiction determines that exclusions in this document applies, or such counsel otherwise has a conflict of interest, or Purchaser's insurer reasonably determines that such counsel's performance is unsatisfactory. Contractor's counsel shall then withdraw its representation of Indemnified Parties and transfer all relevant files and documents to a counsel designated, in writing, by Purchaser or other Indemnified Party. Purchaser, or other Indemnified Party, shall assume responsibility at that time for its defense and payment of its attorney's fees; costs are subject to reimbursement of such reasonable attorney's fees and costs by Contractor unless specific exclusions apply.
- D. Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party or parties seeking to be indemnified, whether determined by a court of competent jurisdiction with all appeals expired or exhausted, or pursuant to a written settlement and release Contract reasonably approved in writing by Contractor and Purchaser, and by their respective insurers, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.
- E. The term "Indemnified Parties" herein shall mean Purchaser, or Purchaser and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants, and employees of all the foregoing and anyone else acting for or on their behalf.
- F. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Contract for one year.
- G. Notwithstanding any other Contract or provision to the contrary, under no circumstances will either party be liable for any indirect, special, or consequential damages of any kind that arise out of or related to this Contract.