

SECTION 143250 – MAINTENANCE SPECIFICATION

PART 1 GENERAL

1.1 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 cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

1.2 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the elevator equipment to highest industry standards and “industry best” condition by continuously preserving and maintaining the condition, appearance, and performance of the elevators and escalators in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:
 - 1. Safe, consistent, and reliable operation
 - 2. Maximum operational performance
 - 3. Maximum beneficial usage
 - 4. Maximum life cycle
- B. Contractor acknowledges Purchaser is relying on Contractor’s professional expertise in performance of Services to achieve and comply with the Agreement intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Agreement, and will leave it in a condition acceptable to Purchaser at the termination date.
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in “as is” condition, in accordance with this Agreement.

1.3 OBSOLESCENCE

- A. During the term of this Agreement there shall be no equipment or components determined to be obsolete.
- B. Contractor must alert Purchaser at beginning of contract term if any components will be deemed obsolete during the term of this Agreement and provide proposal for additional costs or provide estimates for repair and replacement escrow reserves. Contractor must confirm these quotations prior to execution of this Agreement.
- C. Components deemed obsolete will be reviewed by Purchaser. If Purchaser rejects contention of obsolescence, Contractor must agree to full maintenance coverage, or withdraw proposal.

- D. Components accepted by Purchaser as obsolete will be listed in Appendix A, along with pricing for replacement, repair, or upgrade.

1.4 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.
- B. Contractor shall submit a written Maintenance Control Program (MCP), specifically designed for Purchaser's equipment and defining its planned preventive maintenance procedures to facilitate this Agreement's intent and Services for all equipment included under this Agreement. Routine maintenance procedures shall include any unique or product-specific procedures or methods required to inspect or test the equipment, including statutory and other required equipment tests. In addition, the MCP shall identify required weekly, bi-weekly, monthly, quarterly, annual, or other maintenance frequencies. When accepted by Purchaser, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become Appendix H to this Agreement.
- C. 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 data provided in editable worksheet and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.
- D. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
- E. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP).
 - 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 - 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 - 6. To Purchaser's satisfaction.
 - 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.
- F. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.

- G. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services.
- H. Contractor's additional services:
 - 1. Attendance and assistance at third party annual internal review of escalators.
 - 2. Performance of routine preventive maintenance procedures and scheduled repairs of service elevators and escalators walks during other than the normal operating hours of the property.
 - 3. Contractor shall lubricate all mechanical parts as needed, but at least twice per month.
 - 4. Contractor shall annually review and inspect all equipment for rust. All topical rust shall be removed and a rust-inhibiting primer and paint be applied to all affected areas. Written documentation shall be provided to Owner upon completion of rust removal/inhibiting efforts.
 - 5. Attendance and assistance to facilitate cleaning of the interior surfaces of all elevator car enclosure(s) and the interior surfaces of the enclosed hoistways of all elevators. This shall be accomplished on an as required basis.
 - 6. Attendance and assistance to facilitate relamping of architectural lighting in equipment pits, hoistways, or elevator car tops.
 - 7. All regularly scheduled inspections shall also be recorded or signed by the Contractor's technicians. Work tickets shall also show time arrived and departed from the jobsite.
 - 8. Contractor shall provide a team twice per year at no additional expense, to remove the appropriate number of escalator steps to facilitate third-party inspections.

1.5 CONTRACTOR COMPLIANCE WITH LAWS

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

1.6 CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the

supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to Purchaser. Purchaser shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees

- D. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser's notice, Contractor shall immediately provide qualified replacement persons.
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

1.7 HOURS AND MANNER OF WORK

- A. Services, except as otherwise noted under this Agreement, including unlimited emergency callback service, shall be performed between the hours of 6 a.m. and 6 p.m. Monday through Friday, including Good Friday and Veteran's Day. All routine and scheduled Services of all units shall be performed between the hours of 6 a.m. and 6 p.m. Should shift work be required to complete an approved project, the second shift will start no later than 4:00 p.m. and cease no later than 12:00 midnight. Shift work will not be authorized for Saturdays, Sundays or holidays unless approved by the Owner. Any work which will result in additional billing outside of this contract must be approved in advance by Owner.
- B. Owner and Tenant shall be notified prior to the removal of elevators from normal service that requires the elevator to be out of service for more than thirty (30) minutes.
- C. Provide overtime callback service at no additional cost including technician(s) travel to and from jobsite.
- D. Annually, before the start of baseball season, and more frequently if required by jobsite conditions or by Owner's or City Inspector, Contractor will perform a total clean down of escalator equipment, including pits and pans, balustrade interiors, and handrail waxing.
- E. Provide cost of a resident mechanic to be on-site for two (2) hours prior to, during, and two (2) hours after each game of the season-opening-series, and of the regularly-scheduled White Sox/Cubs Series, 5 games to be identified by Owner. No preventative maintenance requiring removal of an elevator or escalator from service may be performed during two (2) hours prior to, throughout, and two (2) hours after each game.
- F. Contractor shall systematically examine, adjust, lubricate as required, and if in the Owner's opinion or conditions warrant, repair or replace: Controller components, brake, drive motor/gear box, handrail drive, steps, combplates, skirts, handrails, safety devices and chains.
- G. If additional work within the scope of this Agreement is requested during overtime hours, Purchaser shall pay only the difference between regular time and overtime hours at the hourly rates indicated in Appendix A.

- H. If additional work beyond the scope of work enumerated in this Agreement is requested during regular hours, the regular time hourly rates shown below shall apply at the hourly rates indicated in Appendix A.
- I. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in Appendix A.
- J. If any unit is shut down due to equipment failure for more than 48 continuous hours, maintenance billing for that unit shall be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs.

1.8 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in 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. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- C. Contractor's Employees Shall:
 - 1. Upon arrival and departure all Contractor employees must register in the log maintained at Purchaser's location. In addition, Purchaser may require Contractor's employees to check in with designated personnel each time they enter the building.
 - 2. The site maintenance log book shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure. A sample of the maintenance log book is in Appendix I and a sample of the callback log is in Appendix J.
 - 3. When departing the property, Contractor's personnel shall sign the maintenance log book indicating as listed above under item C. 2.
 - 4. In addition, Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property.
 - 5. Purchaser may elect to have entries via a manual or electronic log device provided by Purchaser.
- D. If the hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser.
- E. Quarterly, 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.

1.9 SCHEDULING OF WORK

- A. Within thirty days of receipt of a fully executed copy of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators within the initial 90 days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the meeting referenced in Article 1.8 E.

1.10 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.
- B. Total callbacks for any elevator shall not be more than two (2) per unit per month for one quarter, as indicated in Appendix A.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.11 PERFORMANCE REQUIREMENTS

- A. Contractor agrees to maintain the following minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators designated in table located in Appendix A:
 1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors, per Appendix A. Times shown are ± 0.2 seconds.
 2. Door opening times are measured in seconds from start of car door open until doors are fully open, per Appendix A. Times shown are ± 0.1 seconds.
 3. Door closing times are measured in seconds from start of door close to doors fully closed, and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ± 0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
 4. Stopping accuracy shall be measured under all load conditions and maintained per Appendix A. Standards shown are maximum allowable from no load to full load.
 5. Variance from rated speed, regardless of load, shall not exceed the following:
 - a. 3% for closed loop equipment
 - b. 5% for open loop equipment
 - c. $\pm 10\%$ for hydraulic equipment
 6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
 7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
 8. Elevator cars shall travel smoothly and quietly through the hoistways.
 9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.
 10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per the original specifications for each property and within the following parameters:
 - a. Horizontal acceleration within the cars during all riding and door operating conditions shall not exceed 15 mg peak to peak for gearless elevators installed prior to 2013, 20 mg peak to peak for gearless elevators installed after 2013, and

20 mg peak to peak for geared elevators, in the 1-10 Hz range. Measurement Criteria: ISO 8041, peak -to-peak vs. A95 standard.

- b. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
- c. Sustained jerk shall not exceed 6 feet/second³.
- d. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and Purchaser that such sounds are attributable to the design of the equipment (provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement).

1.12 REMOVAL OF UNITS FROM SERVICE

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

1.13 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish personnel to accompany Purchaser and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Contractor. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under this terms of this Agreement at its expense.
- B. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Purchaser, after thirty days' written notice to Contractor listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- C. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant's fees equally.
- D. A qualified vertical transportation consultant may be retained by Purchaser to perform audit of Services and mediate disputes.

1.14 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:
 - 1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary 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, communication equipment, 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. Lamps for car, machine room and pit illumination. Contactor shall replace machine room and pit lamps if such items are provided by Purchaser.
5. Smoke and heat sensors and related life safety equipment.
6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone speakers in the cars and wiring from each such speaker to the machine room junction boxes.
8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.

- B. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

1.15 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.

1.16 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted,
- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be professionally painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

1.17 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 elevator and escalator, 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.

1.18 MAINTENANCE CONTROL PROGRAM

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

1.19 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Appendix A.
 - 1. Callback frequency
 - 2. Callback response time
 - 3. Mean time between callbacks
 - 4. Availability
 - 5. Maintenance actions
 - 6. Annual repair time accrued
- B. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.
- C. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices purchased by Purchaser, shall be maintained and upgraded by Contractor during the term of this Agreement and shall remain Purchaser's property at the expiration or cancellation of the contract.
- D. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
- E. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 - 1. To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining

Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.

- F. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser or Property Manager's name or the name of any affiliate of Purchaser or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser and Property Manager, as applicable.

1.20 PURCHASER'S RESPONSIBILITIES

- A. Provide clear, safe, and convenient access to the Property and to elevator and escalator equipment rooms and pits.
- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
- C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90° F, non-condensing.
- 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 equipment rooms, hoistways, and pits in a code-compliant and dry condition.
- G. Coordinate with Contractor in regard to Purchaser's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
- H. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

END OF SECTION

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

A. Elevator Performance Requirements:

Elevators	Floor To Floor Time (Seconds)	Door Open Time (Seconds)	Door Close Time (Seconds)	Stopping Accuracy (Inch)
TKE #1 & 2	10.7	1.8	2.8	±1/4"
#2	13.5	2.1	3.0	±1/4"
#3 & 4	11.5	2.1	3.0	±1/4"
#5 & 6	10.0	3.2	4.6	±1/4"
#7 thru 10	10.0	2.1	3.0	±1/4"

1. Floor-to-floor time is measured from start of door(s) close until car is stopped at next typical successive floor, in either direction of travel, and door(s) is 3/4 open. Typical floor height: 10'.
2. Door open time is measured from start of door open until doors are fully open.
3. Door close time is measured from start of door close until doors are fully closed.
4. Door closing force shall be no more than 30 lbf. Door closing force is measured with doors at rest and between 1/3 and 2/3 closed.
5. Car stopping accuracy shall be measured under all load conditions.
6. Rated car speed, regardless of load, shall not vary more than ± 5% traction, or ± 5% up and 10% down for hydraulic.

B. Escalator Performance Requirements:

Escalators	Floors Served	Step Width	Speed
All	Various	40"	100/120 fpm

1. Rated escalator speed, regardless of load, shall not vary more than +2%/-0%.

Elevator Contractor Monthly Maintenance Hours and Year One Billing per Elevator
Purchaser's special request for overtime service on specific elevators with hour requirements:

Unit ID	Unit Number	Elevator Contractor Minimum Monthly Maintenance Hours	Total Annual Maintenance Hours	Year One Monthly Billing
Escalator	1	2	24	
Escalator	2	2	24	
Escalator	3	2	24	
Escalator	4	2	24	
Escalator	5	2	24	
Escalator	6	2	24	
Escalator	7	2	24	
Escalator	8	2	24	
Escalator	9	2	24	
Escalator	10	2	24	
Escalator	11	2	24	
Escalator	12	2	24	
TKE	1	2	24	
TKE	2	2	24	
ADA Lift	Accounting	1	12	
ADA Lift	Outfield	1	12	
Dumbwaiter	Dumbwaiter	1	12	
Freight Levy	1	2	24	
Stadium Club	2	1	12	
Stadium Club	3	2	24	
Stadium Club	4	2	24	
Front Lobby	5	2	24	
Front Lobby	6	2	24	
Exterior Pass	7	2	24	
Exterior Pass	8	2	24	
Exterior Pass	9	2	24	
Exterior Pass	10	2	24	
Freight	11	2	24	
	Total			

During term of this Agreement, In order to fulfill performance requirements of this contract, Contractor agrees to furnish personnel for the following minimum numbers of hours per week. Mechanic: 8hrs/week (or 34 hrs/month at 4.23 weeks/month average) Helper: As needed. Full preventive maintenance will be performed weekly with all units being serviced regardless of baseball season timeframes.

Appendix A – (continued)

Equipment List

	THYSSEN-KRUPP BANK ELEVATOR #1-2	HANDICAP LIFTS ACCOUNTING & OUTFIELD
Type of Elevators (Passenger, Freight, Service, Hydraulic)	Passenger	Passenger
Number of Elevators	2	2
Capacity	3500	750
Speed	350	9
Floors Served	G,1,3,5	1-2
	LEVY FREIGHT BANK ELEVATOR #1	STADIUM CLUB HYDRAULIC ELEVATOR #2
Type of Elevators (Passenger, Freight, Service, Hydraulic)	Service	Passenger
Number of Elevators	1	1
Capacity	2000	2500
Speed	350	125
Floors Served	G,1,3,5	1-2
	STADIUM CLUB PASSENGER BANK #3-4	FRONT LOBBY ELEVATORS #5- 6
Type of Elevators (Passenger, Freight, Service, Hydraulic)	Passenger	Passenger
Number of Elevators	2	2
Capacity	3500	4500
Speed	350	350
Floors Served	G, 1, C	G, GR, 1-3, 3R, 4, 5
	EXTERIOR PASSENGER BANK #7-10	FREIGHT ELEVATOR #11
Type of Elevators (Passenger, Freight, Service, Hydraulic)	Passenger	Freight
Number of Elevators	4	1
Capacity	3500	10000
Speed	350	150
Floors Served	G, 1, 2, 4	G, GR, 1-3, 3R, 4, 5
	ESCALATORS #1-6	ESCALATORS #7-10
Escalator Model	KONE	ECCO 3000
Number of Escalators	6	6
Balustrade Type	Stainless Steel	Stainless Steel
Speed	120	100
Floors Served	1-2, 2-3, 3-4	1-2, 2-3, 3-4
Step Width	40"	40"

Appendix A – (continued)

Appendix A – (continued)

Additional work as described in Part 1 General 1.11 will be paid at the following rates:

If additional work within the scope of this Agreement is requested in overtime, Purchaser shall pay only the difference between regular time and overtime hours at the hourly rates indicated below.

BILLING RATE	MECHANIC	HELPER	TEAM
Regular Time	\$	\$	\$
Overtime Premium at 1.7	\$	\$	\$
Overtime Premium (Double Time)	\$	\$	\$

Overtime travel labor and expense cost as identified in 1.7 C.

1. Overtime travel in response to any callback shall be included. No additional cost will be incurred by owner.

ANNUAL LABOR MATERIAL ADJUSTMENT

A. During term of this Agreement, Owner shall pay Contractor on or before last day of each and every month the sum of \$_____, including all applicable taxes, for faithful performance of Services completed for prior month subject to the following:

1. Agreement amount shall be subject to review and adjustment and at the end of each twelve-month period thereafter. 80% of Agreement price shall be adjusted to reflect increase or decrease in labor cost based on the straight time rate of Elevator Mechanics in area wherein equipment covered by this Agreement is located. The remaining 20% shall be adjusted to reflect increase or decrease in material cost based on Producer Price Index for Metals and Metal Products as published by United States Department of Commerce, Bureau of Labor Statistics. Total price escalations shall be limited to a maximum of 3% in any one-year period. Contractor shall provide thirty-day advance notification to Owner of pending price adjustment for both labor and material. No retroactive price escalations will be honored if thirty-day notice has not been provided. Initial Agreement base rates are as follows:

Mechanic Labor Rate

Including Fringe Benefits Applicable: \$ _____

U. S. Metal Products Index: \$ _____

2. The words “fringe benefits” mean employee benefits granted in addition to direct hourly labor rate, and include but are not limited to accruals for pensions, vacations, paid holidays, group life, and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

3. If straight time work is required, outside scope of Services, hourly rates below apply. If overtime work is required, within the scope of Services, Owner will pay only difference between straight time and overtime labor at hourly rates indicated below. If overtime work is required outside scope of Services, straight time rate plus applicable overtime premium will be basis for hourly charges. Contractor may adjust rates in accordance with Item A. above, labor portion only.

APPENDIX B -
KEY PERFORMANCE INDICATORS

	Measured unit or building performance
≤ 4	Callbacks per unit per year quarter
≥90 days	Mean Time Between Callbacks
≥99.5%	Equipment Availability
>24 team hours	Accrued repairs hours per unit per year
≤1	Not more than 1 entrapment per unit per quarter

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

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

- D. Maintenance log containing:
 - 1. Service Provider number
 - 2. Date of maintenance action
 - 3. Description of maintenance

APPENDIX C - DEFINITIONS

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

- E. Pro-active: Acting in anticipation of future problems, needs, or changes.
- F. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.
- G. Preventive: To anticipate or act ahead of; to keep from happening.
- H. Maintain / Maintenance: Keep in an existing state. Preserve from failure or decline.
- I. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
- J. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
- K. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
- L. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.
- M. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
- N. 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.
- O. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

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

assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Purchaser), and all other related components and parts;

- m. Alarm bells, emergency stop switches, emergency car lights, and batteries;
 - n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
 - o. Hoist, compensating, and governor ropes and their fastening means, and all other similar or related components and parts;
 - p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit and battery.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually (unless otherwise agreed), 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.
 - j. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
3. Additional Services:
- a. Cleaning:
 - 1) Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional

- appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
- 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Purchaser to determine responsibility for cleaning.
- b. Painting:
- 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Purchaser.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.
- c. Lubrication:
- 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
- d. Adjustment: Adjust the equipment as necessary:
- 1) To its originally designed performance.
 - 2) When required to maintain performance standards specified in this Agreement.
 - 3) When necessary to preserve the useful life of a part or assembly.
 - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
 - 5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Purchaser.
- e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
- 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.
 - 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - 7) When more than one elevator requires repair, Purchaser, upon consultation with Contractor, shall establish priorities of accomplishment.

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

C. Escalators

- 1. Basic Escalator:
 - a. Drive Machines, including worms, gears and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
 - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
 - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.
 - d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
 - e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.
 - f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
 - g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
 - h. Comb plates, floor plates, and all other related components and parts.
 - i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.
 - j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
 - k. Remote maintenance monitoring devices.
 - l. Main line disconnects located within truss, if provided by original equipment installer.

2. Additional Escalator Scope of Work:
 - a. Contractor shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
 - b. Contractor shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.
 - c. Contractor shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
 - d. Escalator Clean-Down: Once every year, Contractor shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with Purchaser.
 - e. Contractor shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later.
 - f. Contractor shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.

APPENDIX E -
CODE-MANDATED TESTS

- A. Contractor shall schedule, coordinate, and complete statutory Category 1 and 5 tests and other equipment tests including but not limited to:
1. Annual no load slow speed test of car, governors, and buffers.
 2. Five-year, full load, full speed test of car, governors, and buffers.
 3. Monthly firefighters' service operational tests.
 4. Annual pressure relief tests on hydraulic elevators.
 5. Annual escalator step/skirt index test.
 6. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device.
- B. Contractor shall schedule, coordinate, and complete statutory tests including, but not limited to, Article 8.6.4.19 and 8.6.4.20. Contractor shall attempt to 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 Authority Having Jurisdiction, either city or state, requirements, and with the current ASME A17.1 code.
- D. Contractor shall provide not fewer than five business days' of prior notification to Purchaser of its intention to perform Category 5 rated speed, rated load tests such that a representative of Purchaser may witness the tests. Written reports of all "Periodic" tests shall be submitted to Purchaser. The Agreement Price shall include all such required tests during regular hours.
- E. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with ASME A17.1. Purchaser shall conduct tests during overtime hours. 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 Article 1.12 of this Agreement.
- F. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Article 8.6.4.19 and 8.6.4.20 of this Agreement.
- 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'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 attempt to schedule said tests in a timely manner with the building management.

- I. 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, 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

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

Contractor to insert MCP Here

APPENDIX G - SAMPLE MAINTENANCE LOG

SAMPLE MAINTENANCE LOG

Date	Mechanic	Time of Arrival	Time of Departure	Description of Service

APPENDIX H - SAMPLE CALLBACK LOG

CALLBACK LOG

Date	Unit #	Time of Call	Person Reporting Issue	Time Mech. Arrive at Building	Date/Time Unit Back into Service

Date	Unit #	Time of Call	Person Reporting Issue	Time Mech. Arrive at Building	Date/Time Unit Back into Service

Description of the Problem:
Resolution Description from Mechanic:

Description of the Problem:
Resolution Description from Mechanic: