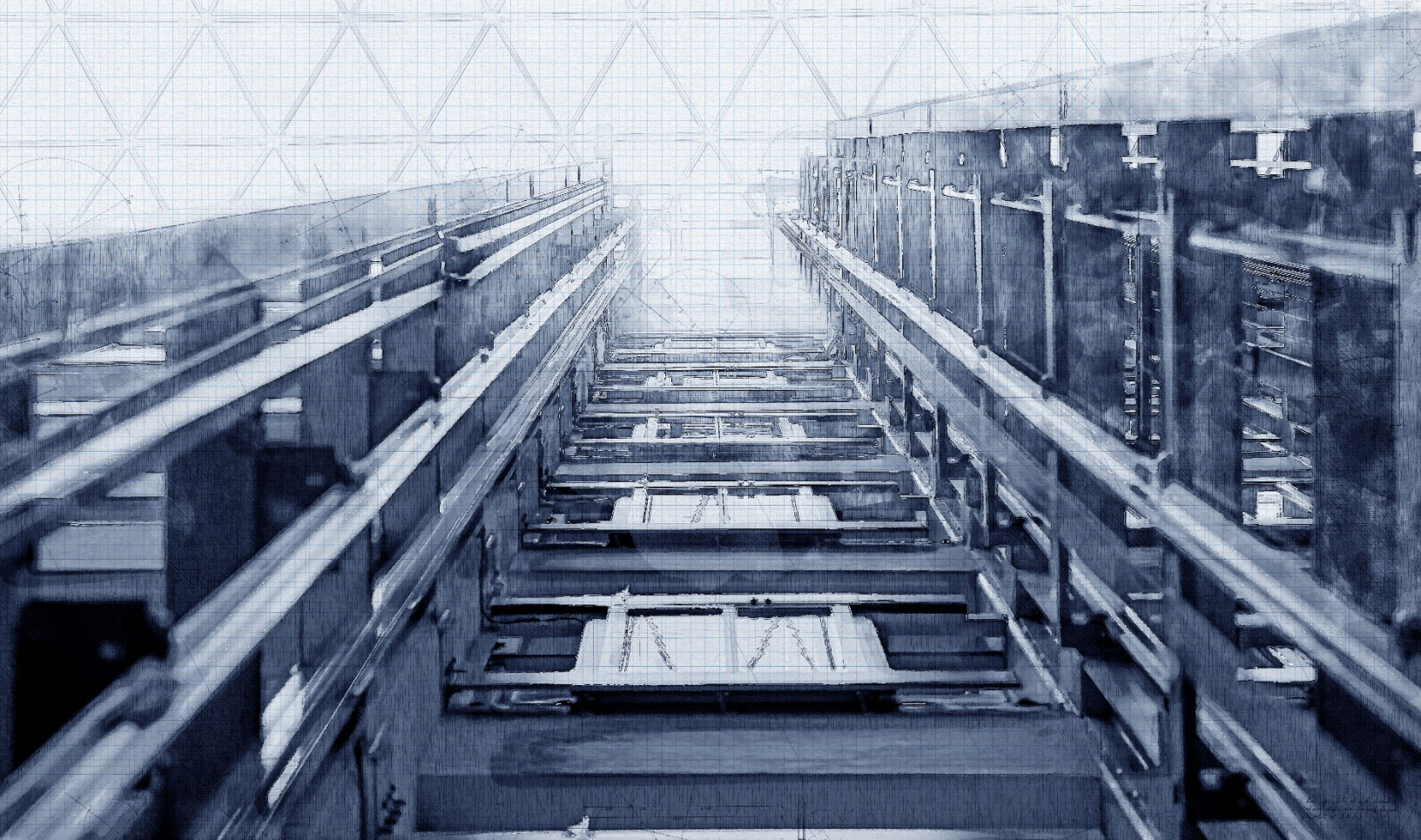




Maintenance Specifications for Williams Center Towers 1 & 2

Site Address:

Williams Center Towers 1 & 2
1 West 3rd Street & 2 West 2nd Street
Tulsa, OK 74103

Owner Entity:

Cherokee Nation Businesses

Prepared By:

Consultant: Landon deVille
Phone: 725-277-9533
Email: Ldeville@atis.com

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Disclaimer: The Equipment data indicated in "Appendix A - Equipment Inventory", including but not limited to; equipment identification numbers, capacities, speeds, number of stops and openings, step width and rise are strictly for reference only. The Elevator Contractor is responsible to field verify all data before submitting bid for the Vertical Transportation Maintenance 5 Year Agreement. Report any discrepancies found immediately to the Owner. 47

**Williams Center Towers 1 & 2
1 West 3rd Street & 2 West 2nd Street
Tulsa, OK 74103**

INVITATION FOR BIDS

**FOR THE MAINTENANCE OF CONVEYANCE UNITS
Williams Center Towers 1 & 2**

SUMMARY OF WORK:

Cherokee Nation Businesses, ("Owner" or "Purchaser"), requires a trade Elevator Contractor ("Contractor") to provide the necessary services to maintain Twenty (20) Elevators (Passenger and Freight) and Two (2) Escalators located at Williams Center Towers 1 & 2, 1 West 3rd Street & 2 West 2nd Street Tulsa, OK 74103. The contact person for the technical portions of this project is Landon deVillie, Senior Consultant for ATIS Elevator Consultants ("Consultant" or "Consultants") at (725) 277-9533.

All bid packages shall include the following:

Maintenance Bid Sheet:

1. Completed Bid Sheets

Having reviewed documents prepared by the Consultants and having reviewed site conditions, applicable codes and statutes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents as follows. This will acknowledge acceptance of all requirements on all pages of this package.

The submission of a bid response without identifying exceptions expressly acknowledges and formally evidences Contractor's acceptance of all terms and conditions of the contract. Any and all exceptions must be submitted in writing in the contractor's bid response.

The Owner reserves the right in its sole and absolute discretion to deem any Contractor non-responsive if Contractor submits an exception, which alters the Owner's risk, liability, exposure in, or the intent of this procurement.

All Contractors further understand and agree the Cherokee Nation Businesses will accept no vendor exceptions or requests for "Or Equal" substitutions to the contract at any time after submission of the bid response.

Williams Center Towers 1 & 2
1 West 3rd Street & 2 West 2nd Street
Tulsa, OK 74103

BID SHEETS FOR SOLICITATION

Prices for **BID ITEMS, DUE September 29, 2026**, as indicated in the following schedule:

Table 1 – Vertical Transportation Preventative Maintenance Pricing Williams Center Towers 1 & 2						
EQUIP. ID NO	DESIGN TYPE	SPEED FPM	CAP. LBS.	NO. FLOORS	CONTROL MNFR.	UNIT COST PER MONTH
Tower I High Rise - Elev #5 State ID 35104	Gearless Traction	500	3,500	9	Otis (Elevonic 101)	
Tower I High Rise - Elev #6 State ID 35105	Gearless Traction	500	3,500	8	Otis (Elevonic 101)	
Tower I High Rise - Elev #7 State ID 35106	Gearless Traction	500	3,500	8	Otis (Elevonic 101)	
Tower I High Rise - Elev #8 State ID 35107	Gearless Traction	500	3,500	8	Otis (Elevonic 101)	
Tower I Garage - Elev #9 State ID 35108	Hydraulic	125	3,500	3	Existing - Field Verify	
Tower I Garage - Elev #10 State ID 35107	Hydraulic	125	3,500	3	Existing - Field Verify	
Tower I Low Rise - Elev #1 State ID 35100	Geared Traction	350	3500	10	Otis (Existing GCS)	
Tower I Low Rise - Elev #2 State ID 35101	Geared Traction	350	3500	10	Otis (Existing GCS)	
Tower I Low Rise - Elev #3 State ID 35102	Geared Traction (Freight)	350	3500	11	Otis (Existing GCS)	
Tower I Low Rise - Elev #4 State ID 35103	Geared Traction	350	3500	10	Otis (Existing GCS)	
Tower II Low Rise - Elev #1 State ID 35110	GearlessTraction	500	3,500	14	Otis (Elevonic 101)	

Table 1 – Vertical Transportation Preventative Maintenance Pricing Williams Center Towers 1 & 2						
EQUIP. ID NO	DESIGN TYPE	SPEED FPM	CAP. LBS.	NO. FLOORS	CONTROL MNFR.	UNIT COST PER MONTH
Tower II Low Rise - Elev #2 State ID 35111	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #3 State ID 35112	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #4 State ID 35113	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #5 State ID 35114	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II High Rise - Elev #6 State ID 35115	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #7 State ID 35116	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #8 State ID 35117	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #9 State ID 35118	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #10 State ID 35119	Geared Traction (Freight)	350	4500	12	Otis (Existing GCS)	
Tower II – Escalator P to B (Up) – State ID E5570	Escalator	100		2	Existing - Field Verify	
Tower II – Escalator B to P (Down) – State ID E5569	Escalator	100		2	Existing - Field Verify	
						Total:
						\$

Bid Item	Description	Item Total Cost
001	PREVENTIVE MAINTENANCE: Provide the total cost per month in the cell to the right for the 60-month maintenance period included in the base price. The maintenance period shall commence upon bid award.	\$ _____
002	Base bid is 8-hour callback with only Bonus Portion being billable after regular working hours. Entrapments are covered no matter the time. What would the savings to remove the BTO after hours and go to 8 hour callback only. Provide discount for the site per month.	\$ _____
003	Monthly Discount for Quarterly billing	\$ _____
004	Monthly Discount for Annual billing	\$ _____
005	Discount for deleting required hours in section 14.2; however, each elevator is required to be serviced monthly and each escalator to be serviced quarterly. Provide discount for the site per month.	\$ _____

Maintenance Hourly Rates

Position	1.0	1.5	1.7	2.0
Adjuster				
Mechanic				
Helper				
Team				

Having reviewed documents prepared by the Consultants and having reviewed site conditions, applicable codes and statutes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents herein.

Contractor _____

Signature _____ Date _____

VERTICAL TRANSPORTATION MAINTENANCE AGREEMENT

The parties to this Vertical Transportation Maintenance Agreement hereinafter referred to as "Agreement" are Cherokee Nation Businesses ("Owner") hereinafter referred to as "Purchaser," and _____ hereinafter referred to as "Contractor." For identification purposes, the effective date of this Agreement is the date it is signed by Purchaser or its authorized agent. For the purpose of this Agreement, the terms "Purchaser" and "Owner" are synonymous in meaning. The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide elevator preventive maintenance, repair, and callback services to Purchaser.

1. SCOPE OF WORK

- 1.1 **Scope:** Contractor is to furnish all labor, tools, materials, replacement parts, equipment, and consumables to perform preventive maintenance, repairs and callback services, hereinafter referred to as "Work," as described in this agreement, on the vertical transportation equipment hereinafter referred to as "Equipment" listed in Appendix A – Equipment Inventory, hereinafter referred to as "Property".
- 1.2 **Work:** Contractor shall be completely responsible to provide preventive maintenance, repair, and callback services on all Equipment, including, but not limited to, inspection, lubrication, repair and testing of Equipment and development of a maintenance control program to maintain Equipment in "first class" condition and in operational condition as designed by the manufacturers of each component. Equipment shall be properly maintained within the environment in which it is so located.
- 1.3 **Reporting:** The Contractor shall provide a service e-ticket after each visit via email to the property manager when requested. Monthly, a performance review of the elevators including preventative maintenance tasks, call backs, entrapments and testing will be provided to the owner / property manager when requested. Onsite records shall be maintained with the Maintenance Control Program ("MCP") logs.

2. DEFINITIONS

- 2.1 The following definitions shall be used throughout all general conditions, specifications and contract documents except where superseded in those documents.
 - A. "Code": All applicable laws and codes, including but not limited to, the electrical, fire, building, and safety codes for elevators designated by any authority having jurisdiction as detailed in the codes and standards reference section of this Agreement.
 - B. "Consultant": ATIS
 - C. "Contract": The Contract for the Equipment maintenance and other related work shall be deemed to be the Vertical Transportation Maintenance Agreement.
 - D. "Contract Documents": The Contract and any appendices and/or addendums. Additional Contract Documents may be created and incorporated upon written agreement by Owner and Contractor. Notwithstanding, any documents not furnished hereunder shall not be binding upon Contractor until such time Contractor is furnished with same and specifically accepts in writing.
 - E. "Contract Sum": The amount set forth in the Contract as priced by the "Contractor" for Bid Items, for Contractor's performance of the Work.

- F. "Contractor": The Elevator & Escalator Contractor unless stated differently.
- G. "Equipment": Elevators and Escalators unless stated differently. Refer to Appendix A – Equipment Inventory.
- H. "Maintenance Control Program": The Maintenance Control Program (MCP) is a documented set of maintenance tasks, maintenance procedures, examinations, and tests to ensure that Equipment is maintained in compliance with the requirements of ASME A17.1, Requirement 8.6. The MCP shall include a process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with the applicable code requirements.
- I. "Modernization": The replacement of Equipment motion, supervisory control, or overlay systems, other than maintenance, repair, or replacement as defined in ASME A17.1.
- J. "Obsolescence" or "Obsolete": The inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier.
- K. "Owner's Managing Agent": Facilities Department or any other management company approved by Owner. Owner's Managing Agent will assist in Owner's administration of this Agreement, but they do not have the authority to sign any documents on Owner's behalf or to bind Owner to any agreement
- L. "Provide": Provisions of all materials and labor required to furnish and install.
- M. "Response": Provide a written, verbal, or electronic response to Owner within the required time stipulated in this agreement.
- N. "Services": Services shall include, but shall not necessarily be limited to, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, lubricants; supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein necessary to maintain all Equipment covered under this Agreement.
- O. "Subcontractor": A person or entity who has a direct contract with Contractor to perform a portion of Work at Property. All Subcontractors must be licensed and insured and must provide proof of adequate insurance in the amounts specified herein prior to the commencement of any portion of the Work.
- P. "Work": The services to be completed by Contractor are as specified in the Contract Documents, including all labor, materials, equipment, and services necessary to complete such Work. Schedules and completion dates shall be agreed to in writing by both parties before becoming effective.

3. EXPERIENCE AND COMPETENCIES

- 3.1 Contractor shall have been in the elevator equipment business for a minimum of five (5) years and maintain a current trade specific business license from the State of Oklahoma. Contractor shall provide documentation of applicable license, certification, and/or commercial experience at bid submittal. Owner reserves the right to request documentation at any time during the Contract period.
- 3.2 Employees of Contractor performing work under this contract must have a minimum of five (5) years' experience performing installation, alteration, maintenance, and repairs of elevator equipment and have successfully completed a formal training program in the elevator industry.

- 3.3 Contractor shall provide documentation of applicable licenses and certifications at bid submittal. Owner reserves the right to request documentation at any time during the contract period.
- 3.4 Elevator & Escalator Contractor shall provide the following:
- A. A statement that Contractor is regularly engaged in the business of installing and/or servicing equipment of the same type and character as this project.
 - B. A complete list of similar projects, which are or have been maintained by Contractor. List shall include company names, addresses, contact person and telephone number. Contractor consents to Owner contacting such persons or company(ies) to confirm references.
 - C. A list including names of personnel directly employed by Contractor, whose responsibilities include management, coordinating, installing and servicing elevator equipment, giving the length of time, each has been employed by Contractor and the amount of experience each has in similar projects.
 - D. An outline of office and warehousing facilities with a complete list of equipment and parts to properly install and/or maintain equipment for this project.
 - E. A statement agreeing to allow the inspection of these facilities by Owner or Owner's elevator consultant.
 - F. A list of technical information, engineering data and diagnostic tools to prove Contractor's technical capability to perform maintenance of subject equipment.
 - G. A financial statement showing Contractor's financial status upon request.
 - H. A description of any other factors that will strengthen Contractor's position to be considered as an approved bidder on this project.
 - I. All statements shall be signed by an authorized agent, representative.

4. DUTIES OF CONTRACTOR

- 4.1 **Contractor's Services:** Contractor shall provide Services at a time or times further specified and described in other provisions of this Agreement. Services shall be performed as follows:
- A. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency, and in conformance with all applicable original manufacturer's specifications.
 - B. In conformance with all local, state and federal regulations.
 - C. In conformance with Purchaser's rules, regulations and requirements for work at Property, as modified and supplemented during the term of this Agreement, however Contractor's compliance with other policies, rules, and regulations shall be limited to the extent the policy does not conflict with Contractor's collective bargaining agreement, nor shall it cause Contractor to incur any additional costs, excluding safety fines pursuant to OSHA and Contractor's safety policy
 - D. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
 - E. In conformance with all other provisions of this Agreement.
 - F. In conformance with all legal and code requirements.
 - G. By qualified, careful and efficient employees in conformity with best industry practices and to Purchaser's satisfaction.

- H. Facilitate proactive preventive maintenance, maximize equipment life and maximize beneficial usage of the Equipment covered by this Agreement. Contractor expressly acknowledges that Purchaser is relying on Contractor's professional expertise in performance of Services to achieve desired results.
- 4.2 **Pro Rating of Existing Equipment:** Prorating of any and all Equipment covered under the scope of Work of this Agreement is not permitted during the entire period of Agreement and any extended periods that may apply. Contractor accepts all parts, components, and equipment in their present condition, without exception.
- 4.3 **Materials Included in Services:** Services shall include all materials. The term "materials" shall include all tangible property, whether designated as materials, goods, parts or otherwise. All such materials shall be as follows:
- A. New, as specified herein.
 - B. Good quality and suitable for their intended uses. Utilize original equipment, manufacturers' materials, or approved equal goods or parts, for all renewal, replacement, repair, and lubrication procedures.
 - C. It shall be Contractor's responsibility to obtain and provide proof of obsolescence to the Owner when a part cannot be found from an original Equipment manufacturer or from any qualified third-party or after-market supplier. Contractor cannot label or claim a component is obsolete and charge for replacement of that component in lieu of repairing or replacing that component under the Agreement. A change in component part(s) that are interchangeable in form, fit, and function shall be considered a replacement part and as such are covered and included under this Agreement. An approval shall be provided to the Owner within 48 hours with the correct costs. Written approval of the proposal shall be provided to the Contractor for payment. Contractor will only propose/bill the differential cost between labor and material for the obsolete repair vs the material and labor cost if the obsolete part was still available.
- 4.4 **Material Delivery:** All materials shall be delivered F.O.B. to Property. Whenever materials are specified as "or equal" under this Agreement, substitutions must have the written approval of Purchaser. All specified materials shall be delivered to Purchaser in their original unbroken packages, wrappings or containers. Title to all materials delivered to and stored at Property, which are intended to become part of the completed Services, shall pass to Purchaser upon installation. Equipment or material storage shall be coordinated with the Property Manager to ensure they are stored in a dry, secure location.
- 4.5 **Scheduling, Inspection and Clean Up:**
- A. Contractor shall coordinate with and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder. Contractor shall comply with Purchaser's requirements for clean-up using containers supplied by Contractor. Contractor shall repair any damage to the Property and adjacent areas caused by Services. Payment for Services shall not be deemed acceptance of defective, deficient, or non-conforming Services. Purchaser shall have full access to inspect Services at all times.
 - B. Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by Owner, or remove to a waste site as directed by Owner. If Contractor fails to clean up work site, Owner will complete the task and charge Contractor for such services and invoice will be paid promptly within fifteen (15) days of receipt.
- 4.6 **Protection of Persons and Property:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Services, and shall

comply with all applicable safety laws and good industry standards, and shall take all reasonable precautions for safety of Purchaser, Purchaser's Property, Purchaser's residents, tenants, employees, Contractor's employees, and other persons on or about Property.

5. EXTENT OF THE SERVICES

5.1 Responsibilities: Contractor shall be responsible for execution of Services included in this Agreement as follows:

- A. **Proactive Preventive Maintenance:** Contractor agrees to monthly examine, clean, lubricate, adjust, and, as conditions warrant, repair or replace all Equipment included under this Agreement. Contractor shall maintain Equipment spaces, including but not limited to, machine rooms, hoistways, pits, car tops and equipment in or on these areas in a consistently clean condition. Contractor will replace parts and material in order to maintain Equipment in safe operating condition.
 - i. At a minimum, provide MONTHLY preventive maintenance in conformance with 14.2 of this Agreement. The "per month" time is to be dedicated to ongoing comprehensive preventive maintenance services with the goal to reduce unit shutdowns and to extend the useful life of the Equipment. Hours may be averaged over a 90 day period.
 - ii. Failure by Contractor to provide either the dedicated preventive maintenance time agreed or failure to provide maintenance documentation will be grounds for Purchaser to terminate this Agreement.
- B. **Frequency of Shutdowns:** Shutdowns for emergency minor adjustment and minor repair callback service shall be minimized. Verifiable shutdown frequency shall be maintained at no more than four (4) per unit, per year, not including shutdowns due to vandalism or misuse of the Equipment or other circumstances outside Contractor's reasonable control, based on the previous ninety (90) days data.
- C. **Passwords on Computerized Equipment Controllers:** Contractor is strictly prohibited from adding, or incorporating, any type of password, or other means, into any part of Equipment controller equipment that would restrict other contractors' servicing personnel from gaining access to the computerized Equipment controllers. In all cases, Contractor, who is a party to this Agreement accepts full responsibility for any and all claims for damages against Purchaser that are a direct, or indirect result of a violation of this provision of Agreement.
- D. **Replacement Parts:** Contractor must be able to provide all normal preventive maintenance parts for Equipment located at the Property within forty-eight (48) business hours. Other parts, considered major replacement parts, must be available within normal industry standard lead-time. Replacement parts will comply with the following:
 - i. Contractor is required to furnish all Equipment and replacement parts at no additional cost to Owner unless proof of obsolescence has been established and the cost of replacement agreed upon by Owner. All Equipment replacement parts provided by Contractor to Owner, once installed, become the property of Owner.
 - ii. Where a listed/certified device is replaced, the replacement shall be subject to the applicable engineering or type test, and the requirements of CAN/CSA B44.1 /ASME A17.5. The device shall be labeled by the certifying organization.
 - iii. In performing Services, Contractor agrees to provide parts obtained from, or recommended by, manufacturer(s) of equipment or parts for replacement or repair. Equivalent parts may be used if approved by Purchaser in writing. Parts requiring repair

shall be rebuilt to "like new" condition. Contractor will be required, at his expense, when ordered by Owner, to replace parts Contractor incorporated into Equipment which are not equipment manufacturer authorized genuine replacement parts, unless Owner authorized use of the part or parts. Contractor is responsible for updating equipment inventory for replacement parts, when necessary.

- iv. Parts or equipment required by Services may not be removed from Property without written approval of Purchaser. This does not include renewal parts stocked on the job by Contractor, which shall remain Contractor's sole property until installed on the equipment.
- E. **Corrective Actions:** If, as a result of examination or testing of the equipment, corrective action is found to be required, Contractor shall proceed immediately to make repairs, replacements, and adjustments covered within the scope of this Agreement. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Purchaser for further action, with exception of a safety or potential safety situation, in which case, Contractor shall immediately correct the problem. Contractor is required to provide a written proposal for approval prior to purchasing parts not covered in this agreement.
- F. **Misuse of Equipment:** Contractor is not required to perform repairs necessitated by misuse/vandalism of Equipment by Purchaser or others, or other causes beyond Contractor's control, except ordinary wear. Such repairs shall be performed under a separate work order and only after written approval has been granted or agreed to by Purchaser.
- G. **Owner's Use of Equipment:** Nothing in this Agreement shall be construed to mean that Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, including, but not limited to, accidents to persons or property, arising or resulting from the overloading and/or improper loading of any equipment covered under the Agreement, beyond its rated capacity, except those resulting from negligence on the part of Contractor.
- H. **Painting:** Contractor shall paint Equipment at intervals frequently enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Removal of rust from all components of the Equipment system is the complete responsibility of Contractor. The floor in the machine room shall be maintained by the Owner, any reparation to floor damage caused by Contractor shall be paid for by Contractor. All paint shall be suitable for the purpose intended and shall be high quality. Contractor shall notify and schedule all painting procedures with Purchaser.
- I. **Damage Repair:** Contractor shall repair damage to equipment finishes when caused by improper adjustment or maintenance of associated equipment.
- J. **Storage Cabinet:** Contractor will be permitted to provide metal spare parts cabinets of suitable size for storage of spare parts and wiring diagrams in storage room. No open storage of parts or other items shall be permitted.
- K. **Wiring Diagrams:** As-built/as-modified wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by Contractor as their condition warrants. Wiring diagrams shall be stored in a plastic envelope, or hard cover booklet, to protect from soiling and fading. These wiring diagrams are the property of Owner, whether or not they were furnished by Contractor and whether or not they are marked "Property of..." or "Copyright." Under no condition shall the wiring diagrams be removed from the elevator machine rooms without the express written consent of Owner.

- L. **New Attachments or Tests:** Contractor shall not be required to install new attachments, or perform newly mandated tests, recommended or directed by inspecting entities, insurance companies, and/or federal, state, or municipal governmental authorities subsequent to the date of this Agreement unless compensated for such tests or attachments.
 - M. **Tools and Equipment:** Contractor is required to have available all necessary tools and equipment required to provide the services as outlined in Agreement. Contractor shall provide their own ladders.
 - N. **Safety Measures:** Contractor shall take all necessary precautions for the safety of Owner's and Contractor's employees at the Property, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. Contractor shall post signs warning against hazards in and around Property.
 - O. **Lighting:** Lamps for normal car, machine room and pit illumination shall be replaced by Contractor.
 - P. **Notification and Accident Reports:** In the event of accidents of any kind which Contractor is aware, Contractor shall notify Owner immediately and furnish, without delay, copies of all such accident reports to Owner. If required, Contractor shall assist Owner in notification to governing authorities as may be applicable.
 - Q. **Reporting Of Accidents by Contractor:** If, in the performance of their Work, Contractor fails to immediately report an accident to Owner, of which Contractor has knowledge and which results in a fine levied against Owner by the State Code Enforcing Authority, then Contractor shall be responsible for all fines levied against Owner.
 - R. **Defective Parts Affecting Safety:** In any event, where Contractor identifies a defective part that directly affects safe operation of Equipment, Contractor shall take Equipment out of service until the defective part has been adjusted, repaired or replaced.
- 5.2 **Services Not Included:** The owner / property manager shall be notified of any of the following items are not in conformance. Services shall not include:
- A. Repairs or replacements required due to negligence, accident or misuse of the equipment by anyone other than Contractor, their employees, subcontractors, servants or agents, or other causes beyond Contractor's control, except ordinary wear.
 - B. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car enclosure (including removable panels), door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes or bulbs in the elevator machine rooms or light tubes or bulbs used for elevator car interior illumination, car handrails, mirrors, flooring inside the elevator car enclosure and sub-flooring, hoistway gates or doors (except that loose sight guards must always be properly secured), door frames, car and hoistway door sills, unless damage to door sills is caused by improper maintenance or adjustments, smoke detectors and underground equipment, of elevator systems.
 - C. Mainline and auxiliary disconnect switches, fuses and feeders to elevator, or escalator, control panels in machine rooms.
 - D. Fixtures for pit and machine room illumination.
 - E. Audio and visual devices not provided by Contractor, except that Contractor is responsible to coordinate repairs and/or replacements to the elevator's car communication instruments not

installed by Contractor with Owner and/or Owner's representatives, to ensure proper operation of these emergency devices at all times.

- F. Hiring of independent third-party licensed elevator inspectors to perform annual inspections on equipment maintained under this Agreement.

6. MAINTENANCE CONTROL PROGRAM

6.1 Maintenance Control Program - Elevators: Contractor shall, in conjunction with these written specifications, adhere to ASME (American Society of Mechanical Engineers) A17.1 Requirement 8.6 Maintenance, Repair, Replacement and Testing methods and procedures, excluding requirement. 8.6.1.6.5 (Fire Extinguishers).

- A. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract shall be provided for review and approval by Consultant.
 - i. An MCP for the elevator shall be provided by the person(s) and/ or firm maintaining the equipment and shall be viewable on-site by elevator personnel at all times.
 - ii. The MCP shall include, but not be limited to, the Code required maintenance tasks, maintenance procedures, and examination and tests listed with the associated requirement. The MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 - iii. The MCP shall reference On-Site Equipment Documentation needed to fulfill the requirements in this section and On-Site Maintenance Records that record the completion of all associated maintenance tasks specified.
 - iv. The specified scheduled maintenance intervals shall be identified. These intervals shall, as applicable, be based on equipment age, condition, accumulated wear, design and inherent quality of the equipment, usage, environmental conditions, improved technology, the manufacturer's recommendations and original equipment certification for any SIL rated devices or circuits, the manufacturer's recommendations based on any ASME A17.7/CSA B44.7 approved components or functions.
 - v. Written MCP documentation shall include all requirements identified in Section 6, Maintenance Control Program, of this contract. Additionally, include any unique or product specific procedures or methods required to inspect or test the equipment.
- B. The MCP shall, at a minimum, include maintaining original Equipment performance times, including rated speed, stopping accuracy, floor-to-floor performance time, door opening and closing times, door hold open delay times for hall calls and car calls, interrupted-ray door hold open time, and, if applicable, door hold open delay time prior to activation of the door nudging feature.
- C. As part of the monthly Maintenance Control Program, Contractor will replace signal fixture light bulbs during regular examinations. Any burnt lamps not replaced during regular examinations shall be replaced immediately upon request of Owner, at no additional charge to Owner. Contractor will be responsible for the replacement of fixture screws with proper, matching hex head or vandal resistant type stainless steel screws on all signal fixture devices.
- D. The dispatching system shall be checked and adjusted at interval required to ensure all circuits and time settings are consistently and properly adjusted to minimize system response time of registered car and hall calls.

- E. Contractor shall lubricate equipment at intervals recommended by Original Equipment Manufacturer (OEM), or as dictated by use of equipment. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by manufacturer of equipment to which the lubricant is applied. Lubricants, cleaning fluids and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required. No temporary storage of oily rags is permitted.
- F. All accessory equipment presently incorporated into Equipment shall be maintained including pit, car top and car bottom lights, car emergency lighting devices and their power packs and trickle chargers, and all keyed switches, including Firefighters' Service Phase I and II keyed switches, including collars/inserts

6.2 Equipment Adjusting:

- A. Contractor shall adjust Equipment. When the operation of Equipment varies from its normal or originally designed performance standards as a result of normal wear and use, Contractor shall make the necessary adjustments to correct for proper operation.
- B. Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by Contractor. No subcontracting is allowed. Adjustments shall be made at regular intervals frequent enough to maintain Equipment in normal operating condition and to preserve the useful life of the part or assembly.
- C. Parts or assemblies which have worn (or otherwise deteriorated beyond "normal" adjustment limits) shall be replaced or repaired as indicated hereafter.
- D. Adjustments to the elevator equipment requested by the property shall be coordinated with the Contractor and Owner / Facilities Manager and meet the requirements of the Code.
- E. Elevator performance requirements: Elevators shall meet the performance requirements of (National Elevator Industry Inc.), NEII, ASME and ADA.

6.3 Elevator Performance

Table 6.3 Equipment Performance Standards Table					
Williams Center Towers 1 & 2					
ITEM	TYPE				REMARKS
	Gearless Traction	Traction	Hydraulic		
Service Call Rate	< 4.0	< 4.0	< 4.0		As measured over any 12-month window using the following formula for the groups as defined herein: $\text{Rate}_{\text{Service Call}} = \frac{\frac{\sum \text{Calls}}{\sum \text{Days}} \times 365.25}{\sum \text{Units}}$ Where: $\sum \text{Calls}$ = Total of service calls placed in the 12-month period $\sum \text{Days}$ = Total of days in the 12-month window $\sum \text{Units}$ = Total of units in the building Excludes any service calls resulting from items other than fair wear and tear and product- and component-reliability, for example, vandalism The Manager shall maintain a log of service calls. The Manager must report all calls in accordance with Contractor call processes via their call center. In the event of a discrepancy between Contractor and Manager logs, the Manager's records shall prevail. The Manager must document the date and time of all service calls placed in its own records
Rated Speed (± 10%) (feet per minute)	Maximum:	+5%	+5%	+10%	Upon acceptance by the building certain cars may be allowed to run/operate at speeds below the rated speed for reasons of equipment longevity.
	Rated:	Rated speed	Rated speed	Rated speed	
	Minimum:	-5%	-5%	-20%	
Performance Time ±10% (seconds)		≥10 ≤12	≥10 ≤15	≥10 ≤15	Applicable for floor-to-floor heights between 11 feet and 13 feet.
Door Times (seconds):					
• Open		> 1.9	> 1.9	> 1.9	Doors speed is subject to constraints of kinetic energy requirements of applicable code — Contractor is responsible for adjusting speeds if warranted
• Close – Center Opening		≥ 2.6 ≤ 2.9	≥ 2.6 ≤ 2.9	≥ 2.6 ≤ 2.9	Doors speed is subject to constraints of kinetic energy requirements of applicable code — Contractor is responsible for adjusting speeds if warranted. Exceptions to these requirements must be approved by appropriate building manager.
• Close – Single Slide Opening		n/a	≥ 2.9 ≤ 3.3	≥ 2.9 ≤ 3.3	Door speed is subject to constraints of kinetic energy requirements of applicable code — Contractor is responsible for adjusting speeds if warranted. Exceptions to these requirements must be approved by appropriate building manager.
Door Floor Dwell Time		≥ 3	≥ 3	≥ 3	When elevator first arrives at the floor it must dwell at the floor with door open at least this many seconds before starting to close.
Door Beam Break Dwell time		≥ 2	≥ 2	≥ 2	After the safety beam has been broken (someone crosses the doorway entry) the elevator must dwell at the floor with door open at least this many seconds before starting to close.

Table 6.3 Equipment Performance Standards Table

Williams Center Towers 1 & 2

ITEM	TYPE			REMARKS
	Gearless Traction	Traction	Hydraulic	
Nudging:				
• Start Time (seconds)	20–30	20–30	20–30	Obstruction time after which nudging starts
• Buzzer Sounds	Yes	Yes	Yes	
• Nudging Force	≤ 20	≤ 20	≤ 20	Pounds force
Door Closing Force	≤ 30	≤ 30	≤ 30	Pounds force
Acceleration and Deceleration	≥ 2.7 ≤ 3.3	≥ 2.7 ≤ 3.3	≥ 2.7 ≤ 3.3	Feet per second ²
Jerk (feet-per-second ³)	≤ 8.0	≤ 8.0	≤ 8.0	
Vibration:				
• X-axis (Front-to-back)				milli-gs (measured in accordance with National Elevator Industry standards —
– Maximum peak-to-peak	≤ 25	≤ 25	≤ 25	
– Typical peak-to-peak	≤ 20	≤ 20	≤ 20	
• Y-axis (Side-to-side)				milli-gs (measured in accordance with National Elevator Industry standards.
– Maximum peak-to-peak	≤ 25	≤ 25	≤ 25	
– Typical peak-to-peak	≤ 20	≤ 20	≤ 20	
• Z-axis (Vertically)				milli-gs (measured in accordance with National Elevator Industry standards —
– Maximum peak-to-peak	≤ 25	≤ 25	≤ 25	
– Typical peak-to-peak	≤ 20	≤ 20	≤ 20	
Stopping Zone:				
• Adjust to (inches)	± 0.125	± 0.125	± 0.125	Measured relative to finished floor on the landing side
• Do not exceed (inches)	± 0.25	± 0.25	± 0.25	Measured relative to finished floor on the landing side
Noise Levels (in dBA):				Exceptions due to equipment specific limitations or vintages must be approved by property management.
– Sound of Car at any lobby	≤ 60	≤ 60	≤ 60	As measured from a lobby while the car is passing. Also as measured from within the car when it is stopped.
– Lobby chimes	≥ 35 ≤ 48	≥ 35 ≤ 48	≥ 35 ≤ 48	Additional ambient noise levels.
– Floor chimes	≥ 35 ≤ 48	≥ 35 ≤ 48	≥ 35 ≤ 48	Additional ambient noise levels.

- A. Door Pressure: Door closing force shall be maintained at all times not to exceed door closing force as listed in Table 6.3. Kinetic energy of the hoistway door and all parts rigidly connected thereto computed for the average closing speed shall not exceed 7.37 ft. lbs. or 7.00 ft. lbs. in conformance with applicable code edition.
- B. Door operations shall be maintained smooth and quiet at all times, with smooth checking at extremes of travel.
- C. Acceleration, deceleration, leveling, stop and ride quality shall be adjusted to provide smooth start, slowdown, accurate leveling and smooth stop and within the equipment performance standards as mentioned in Table 6.3
- D. Noise: All noises emanating from within the elevator car and hoistway shall be meet the requirements as mentioned in Table 6.3.
- E. Stopping accuracy shall be measured under all load conditions and be maintained within the equipment performance standards (see Table 6.3).
- F. Speed: Rated speed, regardless of load, shall not vary more than the allowable percentage difference as mentioned in the equipment performance standards, Table 6.3.
- G. Door closing time: Measured from start of door closing until the hoistway doors are fully closed, shall be the minimum permitted by Code.
- H. Door dwell time: Dwell times shall meet the equipment performance standards (Table 6.3.), or, as permitted by The Americans with Disability Act Accessibility Guidelines or ANSI/ICC A117.1 Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped, as now or hereafter amended.

6.4 Equipment Cleaning:

- A. Contractor shall clean Equipment monthly in order to maintain a clean condition and maximize the life of the Equipment
- B. Remove dirt and lint buildups from guide rails, beams, divider beams, car tops and bottom of platforms, pit and pit equipment and all other areas of the hoistway. Remove dirt and accumulated rubbish from Equipment pits, machine room and machine spaces regularly.
- C. Contractor shall not be responsible for cleaning any Equipment made necessary by a result of improper janitorial or building maintenance function. All such situations should be reported to Owner.
- D. Contractor shall report any items that require the attention of Owner. Such reports shall be in written form, dated, and signed by Contractor and shall be submitted to Owner as often as deemed necessary.
- E. Elevator Cleaning
 - i. Contractor shall maintain elevator pits and hoistways in accordance with ASME A17.1 requirement 8.6.4.7 Cleaning of Hoistways and Pits.
 - ii. Contractor shall paint the machine room floors within the first six (6) months after the execution of this Agreement, unless painting has occurred within the previous five (5) years. Thereafter, Contractor shall paint the machine room floor as needed to maintain a professional appearance. All paints must be approved by Owner.
 - iii. Contractor shall maintain the elevator machine rooms, machine room equipment and the machine room floors in a clean and painted condition at all times. All paints must be approved by Owner.

- iv. Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his/her operations and from leaks and spillage from equipment. Upon completion of the work, he/she shall remove all his/her waste materials and rubbish from and about the installation, as well as all his/her tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.
- 6.5 Maintenance of Firefighters' Service Monthly Operation:** Contractor is required to perform Maintenance of Firefighters' Service Monthly Operation, in accordance with ASME A17.1 Safety Code for Elevators and Escalators and keep a written record at the premises available to the local AHJ (Authority Having Jurisdiction). The written record shall be turned over to Purchaser at the end of each 12-Month period to be placed in the building file in conformance with the Location of Records section of this Agreement.
- 6.6 Maintenance, Repair, Adjustment and Lubrication:** Contractor shall regularly and systematically, as specified herein and in accordance with the requirements of the Preventive Maintenance Checklist, examine, adjust, and lubricate, using lubricants compounded to equipment manufacturers' specifications and, if conditions warrant, repair, or replace, worn, or defective parts and components as applicable to all Equipment, but not limited to the following:
- 6.7 Maintenance Scope - Elevators Maintenance, Repair, Adjustment and Lubrication:**
- i. Elevator hydraulic power unit, including control valve, muffler/s, motor, tank, pump, bearings, contacts, and all components and parts of the power unit.
 - ii. Electric motors, motor windings, rotating elements, and bearings.
 - iii. Logic and power controllers, selectors, dispatching equipment, relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, all computer related devices and mechanical and electrical driving equipment. The interiors of controllers and their components shall be cleaned when necessary to minimize accumulation of foreign matter that can interfere with operation of the equipment. Temporary wiring and insulators or blocks in the armatures of poles of magnetically operated switches, contactors, or relays on equipment in service are prohibited. Control and operating circuits and devices shall be maintained in compliance with applicable Code requirements.
 - iv. Hydraulic cylinder packing/s and safety rupture valve.
 - v. Car buffers, top and bottom limit switches, car guides including rollers or guide shoe inserts.
 - vi. Hoistway door interlocks, hangers and tracks, bottom door guides (gibs), hoistway door closing devices, and rubber bumpers on car and hoistway door strike jambs and hoistway door struts.
 - vii. Automatic power operated door operator, car door hangers and tracks, car door electrical contacts, door protective devices (safety edge, photo-eyes or infra-red non-contact door protection devices), load weighing equipment, car frame, platform, elevator car guide shoes, guide rollers, or guide shoe inserts and car top ventilation fans.
 - viii. Accessory equipment, including car and hall lanterns, starters, indicator and control panels, car and hall position indicators, indicators, and car signal bell.
 - ix. All signal controls used in conjunction with operation of the elevator.

- x. Maintain guide rails so they remain clean and properly lubricated, except where roller guides are used. Removal of rust from any and all surfaces of guide rails is the responsibility of Contractor.
- xi. All oil reservoirs shall be kept properly sealed to prevent leakage.
- xii. Repair, or replace as necessary, travelling cables, conductor cables, hoistway wiring and machine room wiring.
- xiii. Maintain all accessory equipment presently incorporated into Equipment to include pit, car top and car bottom lights, car emergency lighting devices and their power packs and trickle chargers and all keyed switches including Firefighters' Service Phase I and II keyed switches, including collars/inserts.
- xiv. Remove dirt and lint buildups from guide rails, beams, divider beams, car tops and bottom of platforms, pit and pit equipment and all other areas of the hoistway. Remove dirt and accumulated rubbish from elevator pits and machine room regularly. Maintain the elevator machine room, machine room floor, and machine room equipment in a clean, painted condition at all times.
- xv. Maintain the exterior of the machinery, and all parts of Equipment that is subject to rust by proper painting, so Equipment is presentable at all times. Removal of rust from all components of the elevator system is the complete responsibility of Contractor.
- xvi. Clean unexposed portions of car and hoistway door sills.
- xvii. Ensure that motor windings and coils are periodically treated with equipment manufacturer's recommended insulating compounds.
- B. All other miscellaneous equipment, materials, solid state components, etc., not mentioned herein that forms part of the make-up of the existing elevator installation shall regularly and systematically, in accordance with the requirements of the Preventive Maintenance Checklist, be examined, adjusted, and lubricated, and if conditions warrant, repair, or replace, worn, or defective, parts and components as applicable to elevators.
- C. Audio and visual devices provided by Contractor are to be repaired or replaced when defective. Monitoring of emergency communication devices is included.

6.8 Maintenance Scope - Escalators Maintenance, Repair, Adjustment and Lubrication:

- A. Repair or replace, as and when required:
 - i. All mechanical, electrical and electronic parts required for the automatic operation of the escalator, including:
 - a. Handrail guides and tensioning system
 - b. Rotation and direction detecting switches
 - c. Manual and automatic safety switches
 - d. Machine
 - e. Brake lining
 - f. Rotating electrical equipment
 - g. Brake and relay coils
 - h. Controller parts

- i. Discrete and chip logic devices
 - j. Power devices
 - k. Wiring
 - l. Comb plates and combplate deflection adjustment
 - m. Interior truss lights
 - n. Skirt panel, skirt brushes and deck cover fastening systems, including adhesives and screws. Skirt panel deflection switches.
 - o. Maintenance control program and manual including maintenance instructions including equipment and parts manuals, electric log and books, where required by code, wiring diagrams and site training devices.
 - p. Escalator driving system, including machine, worms, gears, sprockets, brake, coupling, coil, linings, chains, bearings, motor, stator and rotor
 - q. Escalator handrail system, including sprockets, handrails, rollers, chains, bearings, brush guards, and driving mechanism
 - r. Escalator step system, including steps, treads chains, comb plates, track and rollers
 - ii. Parts onsite to the required inventory levels. See Sections 23.7 & 23.8.
 - B. Except where damage has been caused by malfunction of items covered by these Specifications the following is not included under Contractor's Basic Scope:
 - i. Exterior architectural finish materials on balustrades and decking
 - ii. Complete escalator exterior enclosure
 - iii. The following are exclusions: remote located power switches outside of the escalator unit, feeders to controllers, exterior panels, skirt and deck panels, balustrades, re-lamping of illuminated balustrades, attachments to skirts, decking or balustrades, pallets, side plate devices,
 - C. Contractor will submit to the Owner proposals for corrections, alterations and additions not covered by this Agreement, such as repair (or replacement) of parts damaged through malicious and extreme action by others, including equipment lifecycle. Work required by inspecting authorities that is related to maintenance of the equipment shall be considered a regular maintenance item and provided at no charge to the owner.
 - D. The Basic Scope and Fixed Monthly Compensation include all labor and equipment associated with assisting inspecting authorities with inspection access.
- 6.9 **On-Site Maintenance Records:** Maintenance records shall document compliance with the requirements detailed above and shall be kept on-site for viewing by elevator personnel in hard copy format. All maintenance records shall be turned over to Purchaser to be placed in the building files and retained in conformance with the provisions in Section 6.16 Location of Records. Location of Records section of this Agreement. Monthly callback reports shall be provided, and a supervisor shall meet quarterly with the property to review Contractor performance.
- 6.10 **On-Site Documentation:** The following documents shall be written and permanently kept on-site in the machine room, machinery space, control room, control space, or in the means necessary for test in hard copy for each unit for elevator personnel and retained in conformance with the provisions in Section 6.16 Location of Records section of this Agreement:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits.
- B. Procedures for inspections and tests not described in ASME A17.2 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments, as follows:
 - i. All procedures specifically identified in the A17.1 Code as required to be written
 - ii. Unique maintenance procedures or methods required for inspection, tests, and replacement of SIL rated E/E/PES electrical protective devices and circuits
 - iii. Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or installer
 - iv. Unique maintenance procedures or unique methods required for inspection and test of equipment specified in an ASME A17.7/CSA B44.7, Code Compliance Document (CCD)

6.11 Preventive Maintenance Checklist: A Preventive Maintenance Checklist is part of the Preventive Maintenance Program and indicates items to be observed, cleaned, lubricated, adjusted and repaired, including the frequency of each activity (i.e.: weekly, monthly, quarterly, semi-annually, annually, etc.).

- A. The Preventive Maintenance Checklist is to remain in the Equipment machine room as a reference for Purchaser and Contractor of past and current preventive maintenance activities conducted and performed by Contractor. The Preventive Maintenance Checklist may contain a Callback Log, or a Callback Log shall be provided separately. The Preventive Maintenance Checklist shall be thorough, detailed, and complete in every respect, acceptable to Purchaser, and shall be initialed by the servicing technician at the time of completion of all preventive maintenance routines. At the conclusion of each twelve (12) month period of Agreement, Preventive Maintenance Checklists shall be turned over to Purchaser to be placed in the building files in conformance with the provisions in Section 6.16 Location of Records of this Agreement.
- B. **Electronic Format:** For all records kept in an electronic format, a hard copy shall be provided within a maximum of sixty (60) days of the initial recording to Purchaser for storage in the facility records in conformance with the provisions in Section 6.16, Location of Records, section of this Agreement.

6.12 Maintenance Control Program Records: Records shall include the maintenance tasks listed with the associated requirements in the Maintenance Control Program, other tests, examinations, adjustments, and the specified scheduled intervals shall be maintained. The specified scheduled maintenance intervals shall, as applicable, be based on the criteria given in A17.1. Maintenance Control Program Records shall be classified as On-Site Documentation and retained in conformance to the provisions in Section 6.16, Location of Records. MCP records shall be viewable on-site by elevator personnel in hard copy format acceptable to the Owner and Contractor and shall include but not be limited to the following:

- A. site name and address
- B. elevator maintenance service provider name
- C. conveyance identification (I.D.) and type
- D. date of record
- E. description of the maintenance task, interval, and associated requirements of A17.1

F. indication of completion of maintenance task

- 6.13 **Repair and Replacement Records:** Repairs and replacements shall be recorded and retained on-site.
- A. Repair and Replacement Records shall document repairs and replacements as required by A17.1, Requirement 8.6.2 thru 8.6.10, as applicable.
 - B. The record shall include an explanation of the repair or replacement, date, and name of person(s) and/or firm performing the task.
 - C. The record of repairs and replacements shall be retained by Owner of Equipment for the most recent five (5) years, or from the date of installation, or execution of this Agreement, whichever is less and shall be a permanent record for the installation.
 - D. These records shall not be kept remotely from the site and retained in conformance to the provisions in Section 6.16, Location of Records.
- 6.14 **Call Back Records (Trouble Calls):** A record of call backs shall be maintained and retained on-site. These records shall include the description of reported trouble, dates, time, and corrective action(s), taken that are reported by any means to elevator personnel. These records shall be available to elevator personnel when performing corrective action. For elevator personnel other than personnel performing the corrective action, records will be available and retained in conformance to the provisions in Section 6.16, Location of Records.
- 6.15 **Other Records:** The following written records shall be retained and kept on-site for each unit and retained in conformance to the provisions in Section 6.16, Location of Records.
- A. A record of findings for Firefighters' Service Operation required by A17.1 Requirement 8.6.11 with identification of the person(s) that performed the operation.
 - B. Periodic tests shall be documented or recorded in accordance with A17.1 Requirement 8.6.1.
 - C. Written record to document compliance with replacement criteria specified in ASME A17.6 requirements.
 - D. A permanent record of the results of all acceptance tests as required by A17.1 Requirement 8.10 and shall be kept with the on-site records.
- 6.16 **Location of Records:** All records required to be retained as detailed above shall become the property of Owner and retained by Owner of Equipment for the most recent five (5) years or from the date of installation or execution of this Agreement whichever is less and shall be a permanent record for the installation.
- 6.17 Records shall be available for immediate viewing on-site. Instructions for locating the records of each unit for immediate viewing shall be posted on the controller or at the means necessary for test. The provided instructions shall be permanently legible with characters a minimum of 3 mm (0.125 in.) in height.
- 6.18 All records required by this Agreement shall be turned over to Purchaser to be placed in the building files in conformance with the Location of Records section of this Agreement and shall be provided within a maximum of sixty (60) days of the initial recording.

7. CONTRACTOR'S EMPLOYEES

- 7.1 Employees: Contractor shall have in its employ at all times a sufficient number of capable employees to properly, safely, promptly and adequately provide all Services. All matters pertaining to employment, supervision, compensation, promotion and discharge of Contractor's

employees are the responsibility of Contractor, which is in all respects the employer of such employees. 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. All employment-related claims involving Contractor's employees are Contractor's sole responsibility and Purchaser shall have no liability with respect thereto.

- 7.2 **Supervision:** Contractor shall be responsible for the supervision and execution of Services by its employees. A minimum semi-annual inspection of site conditions shall be conducted by a designated supervisor of Contractor to ensure that all Services hereunder are properly performed. Contractor shall inform Purchaser of the name of the supervisor responsible for Services and supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with written confirmation of findings. Contractor shall have sole responsibility for means, methods, techniques, procedures, safety precautions or employment practices in connection with Contractor's performance of Services.
- 7.3 **Personnel Issues:** Contractor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of Services. 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 written notice, Contractor shall immediately provide a qualified replacement. Contractor employees shall report to designated Property personnel upon arrival and departure from Property in the performance of services.
- 7.4 **Subcontractors and Suppliers:** Unless first approved in writing by Purchaser, Contractor shall have no authority to engage any subcontractors or other parties to perform Services. Neither Purchaser's approval nor designation of any subcontractors or suppliers nor failure of performance thereof by such parties, shall 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.

8. INDEMNIFICATION

- 8.1 To extent permitted by law, Contractor shall indemnify, and hold harmless Indemnified Parties, as defined below, 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, 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, but only to the extent caused by:
- A. Contractor's negligence or willful misconduct.
 - B. Any violation of this Agreement by Contractor.
 - C. Any violation of or failure to comply with any applicable law, regulation, rule, code, or established industry standards.
 - D. Any action or omission of Contractor outside the scope of this Agreement.
 - E. Utilization of electronic diagnostic tools in performance of Services.
- 8.2 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 excluded under Item 8.3. Contractor shall initially defend claims hereunder on behalf of

Indemnified Parties through counsel approved in writing in advance by Purchaser (not unreasonably withheld), until such time as such counsel determines that exclusion in Item 8.3 may apply, or such counsel otherwise has a conflict of interest, or Purchaser 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 and costs are subject to payment and/or reimbursement of such reasonable attorney's fees and costs by Contractor upon receipt of invoices from Purchaser or Indemnified Party unless Item 8.3 applies.

- 8.3 Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party, 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 agreement 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.
- 8.4 With exception for the indemnification obligations identified in Items 8.1.A thru 8.1.E, such indemnity shall be limited, with respect to claims for indirect damages only, to the amount of \$1,000,000.00 per occurrence, plus reasonable attorneys' fees and other defense costs.
- 8.5 The term "Indemnified Parties" herein shall mean Owner, Purchaser and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants and employees of all of the foregoing and anyone else acting for or on their behalf.
- 8.6 Contractor's obligations under this section shall survive expiration or earlier cancellation of this Agreement until the expiration of the statute of limitations on any relevant claim or for one year.

9. INSURANCE

- 9.1 Prior to commencing work, Contractor shall secure insurance, at their sole cost, and submit certificate of confirmation naming Indemnified Parties as additional insureds. In the event Property is owned by a joint venture or other multi-party entity, all joint venture partners or parties with an equity interest in the ownership shall be named as additional insureds. Contractor's insurance shall be primary to any applicable loss.
- 9.2 The Purchaser shall be notified, in writing, of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of any action. Responsible companies who are acceptable to Purchaser and licensed and authorized to do business under the laws of the State of Oklahoma shall issue all insurance policies.
- 9.3 Contractor shall, at its expense, procure and maintain insurance with carriers and in amounts acceptable to Owner, including the following coverages:
- 9.4 **Contractor's Property Damage Insurance:** Owner's insurance policy covers work and equipment included in place in the building and approved and accepted by Owner. All material and equipment stored on the premises, and not actually installed, is not included in Owner's policy and such materials and equipment shall be included under Contractor's Property Damage Insurance.
- 9.5 **Contractor shall maintain the following insurance during the term of this agreement:**
 - A. **Commercial General Liability:** Commercial General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of

\$2,000,000 each, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, and products/completed operations.

- B. **Automobile Liability**: Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned and hired vehicles.
- C. **Workers' Compensation** Workers' Compensation insurance complying with the law of the State or States having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
- D. **Umbrella/Excess Liability**: Umbrella or Excess Liability insurance of limits not less than \$5,000,000 per occurrence and aggregate. Such insurance shall be excess of the Commercial General Liability, Automobile Liability and Employer's Liability policies and shall provide coverage at least as broad as the underlying policies.
- E. **Waiver of Subrogation**: To the fullest extent permitted by law, Contractor shall cause its insurers to waive all rights of recovery and subrogation against Owner, Purchaser and all other parties required to be included as Additional Insureds, except where prohibited by law. Such waiver shall apply to Workers' Compensation, Commercial General Liability, Automobile Liability and Umbrella/Excess Liability,

9.6 **Commencement of Work**: Before commencing Work, Contractor shall furnish Purchaser with certificate(s) of all said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless Purchaser is given thirty (30) days' notice, in writing, of the intention of said insurer to cancel or change any such policy.

9.7 **Assumption of Liability**: Nothing in this Agreement shall be construed to mean that Contractor assumes any liability on account of accidents to persons, or property, except those directly, or indirectly, due to negligent acts or omissions of Contractor, its employees, subcontractors, servants or agents. Contractor shall not be held responsible or liable for any loss or damage due to any cause beyond its control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for unavoidable delay.

10. AGREEMENT TERM AND CANCELLATION

10.1 **Term of Agreement**: Term of this Agreement shall be five (5) years. The term will begin from _____, 2027 through _____, 2032 both dates inclusive, shall not automatically renew after this initial term and shall continue on a month to month basis unless terminated in writing by either party no less than thirty (30) days before the end of the then-current term, subject to the following:

- A. In the absence of a written notification of Owner's intention to continue, or to not continue Agreement, Agreement shall always remain in full force until such time that either party cancels this Agreement, in writing. Notwithstanding any renewal, Agreement price shall not, under any condition, exceed the base price plus annual escalations that have applied since inception of the original Agreement, except as provided under the terms and conditions of

Agreement. Contractor cannot terminate Agreement, if the Owner exercises its option to extend Agreement, or allows Agreement to be extended automatically.

- B. If Contractor violates any provision of this Agreement or fails to properly provide Services required by this Agreement, Purchaser shall advise Contractor in writing of deficiencies and shall allow Contractor a reasonable period, not to exceed thirty (30) days unless otherwise mutually agreed, to correct deficiencies at Contractor's expense, to Purchaser's sole satisfaction.
- C. If Contractor fails to correct deficiencies in the allotted time, Purchaser shall have right to cancel Agreement upon ten (10) days written notice to Contractor, or subsequent to the original notice to correct deficiencies, Purchaser, after an additional ten (10) days written notice to Contractor, may perform or cause to be performed all or any part of Services, and Contractor agrees that it will reimburse Purchaser for any expense incurred therefore. Purchaser, at its election, shall deduct such amount from any sum owing Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- D. If Purchaser fails to pay current monthly invoices within ninety (90) days of receipt, Contractor may, upon thirty (30) days written notice to Purchaser, cancel this Agreement.
- E. If the Property is sold, this Agreement shall remain in force until cancelled by Contractor or Purchaser upon thirty (30) days written notice to the other party.
- F. Owner or Purchaser may choose to modernize all or a portion of Equipment during term of this Agreement. Purchaser acknowledges that if Contractor is considered in compliance with terms of this Agreement, Contractor shall be one of a group of contractors requested to submit a modernization proposal. If Contractor is not the selected modernization contractor, this Agreement shall, upon written notice by Purchaser, be immediately adjusted for removal terms of Equipment on which modernization or major repair is to be performed. The monthly adjustment fee shall be based upon the unit cost per month as listed in Appendix A – Equipment Inventory.
- G. If this Agreement is cancelled, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to Purchaser or another Contractor designated by Purchaser without detriment to the rights of Purchaser or to the continued operation of the Property, including, but not limited to, refraining from any interference or disruption with tenants or other contractors. Without limiting the generality of foregoing, Contractor shall immediately deliver to Purchaser all reports, records, wiring diagrams, portable electronic diagnostic tools, access codes, and other materials and documentation related to, and required to facilitate, the Services required by this Agreement. Purchaser shall withhold final payments due Contractor until receipt of required information and tools. Subsequently, all payments due Contractor shall be prorated on a per diem basis, and no further compensation shall be due to Contractor.

- 10.2 **Addition or Deletion of Equipment Units:** Equipment units may be added during the contract term with a unit price agreed to by both parties. Deleted units shall reduce the contract price by the same amount as originally included in Contractor's bid, as listed in Appendix A – Equipment Inventory, plus any escalations due to annual price adjustments of the unit during the term of this agreement.

11. AGREEMENT AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

- 11.1 **Term of Agreement:** During the term of this Agreement, Purchaser shall pay Contractor on or before the last day of each and every month (unless payment terms have been accepted as annual, in which case, Purchaser shall pay Contractor on or before the last day of annual expiration date) the sum of \$_____, including all applicable taxes, for faithful performance of Services herein required of Contractor on all equipment covered by this Agreement, subject to the following:
- 11.2 **Annual Price Adjustments:** After expiration of the first year of Agreement, the monthly fee will be adjusted annually at the termination of each 1-year period. The adjusted Agreement fee will reflect the increase or decrease in labor costs for the preceding year, which is the sum of the straight time hourly rate, plus the cost of fringe benefits, paid to elevator mechanics/technicians in the region where the Equipment is so located. Price escalations shall be limited to a maximum of 3% in any 1-year period.
- A. The Agreement price for Covered Work shall be adjusted annually on the anniversary date of the Agreement. The adjustment shall be made after receipt of the index of "Producer commodity prices for metals and metal products" published by the U.S. Department of Labor, Bureau of Statistics during the month within which falls the anniversary of the commencement date of this agreement. Adjustment costs shall be provided to Owner's Representative sixty (60) days prior to the annual anniversary date. The adjustment costs shall include an updated breakdown of monthly costs, overtime portion price, and supplemental work price. No annual adjustment shall increase the maintenance price by more than three percent (3%).
 - B. Each such adjustment shall be made as follows: Ten (10%) of the agreement price, or _____ dollars (\$_____) shall be increased or decreased by the percentage of increase or decrease shown by the index of "Producer commodity prices for metal and metal products" published by the U.S. Department of Labor, Bureau of Statistics during the month that is five (5) months prior to the anniversary date of the Agreement, which is _____ for January 2026.
 - C. Ninety (90%) of the agreement price, or _____ dollars (\$_____) shall be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost for the month that is five (5) months prior to the anniversary date of the Agreement, which is \$_____ as of January 2026.
 - D. As used in this provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate of IUEC Union Local (local no. as applicable) paid to Elevator Constructors, and the hourly cost of fringe benefits paid to such union Elevator Constructors. The words "fringe benefits" means all employee benefits and includes, but are not limited to, pensions, vacations, paid holidays, group life, sickness and accident and hospitalization insurance.
- 11.3 **Notice of Increase:** Contractor shall provide a forty-five (45) day notice as the advance notification to Purchaser of pending price adjustments for labor under this contract.
- 11.4 **Fringe Benefits:** The words "fringe benefits" mean employee benefits granted in addition to the 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.
- 11.5 **Supplemental Invoices Requiring Reasonable Proof:** In all cases relevant to call backs or repairs not covered by the scope of Work of this Agreement, including call backs or repairs for damages caused by lightning strikes, electrical power surges, electrical spikes, low voltage, single phasing, water damage, vandalism, debris in car or hoistway door sill tracks, "car running on arrival," or any other condition that results in a fee or fees that are in addition to the monthly

Agreement fee, shall be reasonably supported with written documentation from competent sources, not including Contractor's servicing technician, confirming that the condition did in fact occur and the occurrence did in fact cause the necessity for the call back or repair to be performed. This prerequisite for payment of Contractor's invoice is in addition to the requirement for an appropriate and legible time ticket signed (when possible) by a representative of Owner, but neither requirement, nor the combination of any and all requirements, shall constitute automatic authorization, approval, or payment, of Contractor's supplemental invoice. In the event of conflict, Contractor waives all contract cancellation rights and suspension of any or all services covered by this Agreement, including regular time and overtime call back services.

- A. **Parts and Materials Cost:** Markup on Materials (non-manufacturer specific) is the markup to be charged for miscellaneous or generic repair parts and materials, for services not covered under the monthly maintenance cost of the contract. Generic materials are to be used when appropriate and when available at a lower cost than manufacturer specific parts and materials. Contractor shall only charge the parts or material cost, plus the established 10% (percent) (Parts and Materials Cost Markup Bid Item) for all repair parts and materials not covered under the monthly maintenance cost of the contract. Minor consumables are NOT eligible for reimbursement or percentage mark-up. The cost for these items will be included in the hourly rates defined in the Billing Rates paragraph.

- 11.6 **Present Billing Rates for Work Outside Scope of Services:** If work is required, outside the scope of Services, hourly rates below shall apply. Contractor may adjust rates in accordance with 11.2 Annual Price Adjustments above. Agreement base rates are as follows:

BILLING RATES	MECHANIC	TEAM
Straight Time		
Overtime Premium (commonly "Time and a Half" Time) – After Hour Trouble Calls		
Overtime Premium (commonly "Double" Time)		

- 11.7 **Billing for Work Within Scope of Services:** All labor to fulfill this contract is included, if overtime work is required, within the scope of Services, Purchaser will pay only the difference between straight time hourly cost, not billing rates, and premium time hourly cost, based on the prevailing union wage rates and direct costs associated with the hourly wages. Contractor may adjust rates in accordance with 11.2 Annual Price Adjustments above. Agreement base rates are as follows:

COST	MECHANIC	TEAM
Straight Time Included in Contract		
Overtime Premium Cost difference (commonly "Time and a Half" Time) – After Hour Trouble Calls		
Overtime Premium Cost difference (commonly "Double" Time)		

11.8 Extra Work and Associated Costs:

- A. **Changes in the Work:** Owner, without invalidating Agreement, may order changes in Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and Agreement price and time for execution of Work will be adjusted accordingly. All such changes in Work shall be authorized by a written amendment to Agreement or a separate change order and shall be executed under the applicable conditions of Agreement.
- B. **Increase of Agreement Price:** If Contractor plans to make a claim for an increase of Agreement price or an extension of time of Agreement schedule or term, Contractor shall first give written notice to Owner and such notice shall be given at the time of the negotiation of the change, otherwise, the request for an increase of Agreement price or an extension time of Agreement schedule or term will not be considered valid. A written approval must be secured from Owner before proceeding to execute Work of the amendment or change order, except in an emergency endangering life or property, at which time Contractor shall immediately proceed. No claim for extra Work will be considered valid by Owner, unless first submitted in writing by Contractor.

12. PAYMENT

- 12.1 **Monthly Invoice:** Contractor is to invoice Owner on a monthly basis, in advance. The invoice shall be sent to a designated property management company and/or address as directed by Owner.
- 12.2 **Deductions For Equipment Out Of Service:** Should the Equipment be shut down for any extended period of time exceeding 72 continuous hours, except for prescheduled repairs or outages caused by matters outside Contractor's control or outages caused by major component failure requiring more than 72 hours to repair (provided Contractor is diligently working to restore service), the maintenance billing for Equipment shall be suspended and deductions prorated per day until Equipment is back in service.
- 12.3 **Deduction for Minimum Maintenance non-performance.** Owner may deduct 10% of the monthly Agreement fee for each month the required amount of preventive maintenance hours are not provided by Contractor per elevator. See section 14.2 for minimum hours required.
- 12.4 **Deduction for Callback response non-performance.** Owner may reduce monthly agreement by \$150 per occurrence if Contractor repeatedly fails to meet callback response times. See Section 14.3 for Callback service requirements.
- 12.5 **Payment of the Monthly Invoice:** All invoices received by Owner are payable within thirty (30) days from the date of receipt by Owner, provided they are approved by Owner.
- 12.6 **Invoice Requirements:** All invoices must meet the following criteria to be approved for payment:
 - A. Service call and description of work must be provided.
 - B. Travel time clearly identified on time ticket with arrival and departure time.
 - C. Travel time and rate must provided with a maximum of two hours of travel.
 - D. Hourly rate for work must be provided.
 - E. Billable material costs must be provided.

13. PAYMENT WITHHELD

- 13.1 Owner may withhold approval for payment to such extent as may be necessary to protect Owner from loss on account of:
- A. Negligence on the part of Contractor to execute Work properly or fail to perform any material provision of this Agreement.
 - B. Owner, after sixty (60) days written notice to Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
 - C. Claims filed or reasonable evidence indicating probable filing of claims not otherwise covered by applicable insurance.
 - D. Failure of Contractor to make payments properly to Subcontractors for material or labor.
 - E. A reasonable doubt that Agreement can be completed for the balance then unpaid.
 - F. Damage to the building, another contractor/another contractor's work by Contractor.
 - G. Contractor making any portion of Equipment controllers restricted to other contractor's servicing personnel by installing a password in the computerized program.
- 13.2 When these conditions are rectified, payment shall be made for the amount withheld. Contractor waives all cancellation rights under the Agreement, if payment is withheld for one or more of the above reasons.

14. HOURS AND MANNER OF WORK

- 14.1 **Services:** Services, except as otherwise noted under this Agreement, shall be performed as follows:
- A. Monday through Friday, hereinafter referred to as "Normal Working Hours".
 - i. 7:30 am - 4:30 pm Central Time
 - B. Equipment repair and work
 - i. When an additional team member(s) is needed for repair or work, Contractor shall provide additional team member(s) at no additional cost to Purchaser.
- 14.2 Minimum Hours Per Month for Preventive Maintenance Services:
- A. **Traction Elevator(s):** Contractor agrees to furnish a mechanic for a minimum of **2.0 hours per month** per traction elevator for regular preventive maintenance, not including callbacks, repair work, periodic testing or administrative time.
 - B. **Hydraulic Elevator(s):** Contractor agrees to furnish a mechanic for a minimum of **0.5 hours per month** per hydraulic elevator for regular preventive maintenance, not including callbacks, repair work, periodic testing or administrative time.
 - C. **Escalator(s):** Escalator Contractor agrees to furnish a mechanic for a minimum of 3.0 hours per quarter per escalator for regular preventive maintenance, not including callbacks, repair work, periodic testing or administrative time.
 - D. If, at any time, the minimum amount of preventive maintenance hours are not provided by Contractor, not including call backs or repairs, Owner may deduct from the monthly agreement fee according to Section 12.3.

- E. In addition to other requirements of this Agreement, a legitimate and legible time ticket indicating the amount of preventive maintenance hours worked during a month, shall be a requirement for payment of the entire monthly Agreement fee by Owner.

14.3 **Callback Service:** Callback is defined as any request for service or assistance by Owner or Owner's representative when Equipment is not available for beneficial usage due to equipment shutdown or malfunction, excluding callbacks resulting from conditions beyond control of Contractor. Callback service is a request by Owner for Contractor to correct a specific elevator problem and/or condition. Entrapment callbacks shall be responded to immediately within 30 minutes at all times. The Contractor is required to respond to all callbacks with a response within 30 minutes.

- A. **Normal Callback Service:** Normal callback service shall be provided during Normal Working Hours as defined above at no additional charge, unlimited. Contractor shall respond to a normal callback onsite within a maximum of (90) minutes from the time the request for service is made by the Owner. Resolution requested when not requiring parts in 24 hours.
- B. **After Hours Callback Service:** Contractor shall respond to an afterhours callback within a maximum of (90) minutes from time the request for service is made by the Owner onsite. After hours is defined as hours not during the Normal Working Hours. Resolution is requested within 48 hours, including weekends. After hour callbacks are not covered however the regular time portion should be included in the contract so the contractor will only bill for the bonus portion of the time for the callback.
- C. **Entrapment Callback Service:** Contractor shall respond to any service callback placed that is considered an "entrapment" at no additional cost within a maximum of (60) minutes from time the request for service is made by the Owner onsite. An Entrapment is defined as a shutdown of the equipment with a passenger trapped within the elevator. Resolution is requested within 48 hours, including weekends.
- D. If Contractor repeatedly fails to meet callback response times, Owner, at its sole discretion, may reduce monthly Agreement according to section 12.5.

14.4 Removal of the Equipment from beneficial usage to facilitate Services by Contractor shall be coordinated with and approved by Purchaser. Purchaser agrees to permit Contractor to remove Equipment from service for a reasonable time during hours identified in Section 14.1, Services, to perform Services of this Agreement.

15. EMERGENCY IN-CAR TELEPHONE RESPONSE

- 15.1 Contractor is responsible to respond to all emergency communications initiated from the elevator in-car communication instrument, 24 hours per day, 7 days a week. The response location may be the office of Contractor or a licensed telephone answering service staffed by authorized personnel who can take appropriate action in conformance with ASME A17.1.
- 15.2 The response location must be capable of identifying the building location and the identifying number of the elevator from which the emergency communication originated. The response location must have the ability to initiate emergency calls to each elevator as may be required including proper record keeping of each elevator phone number.
- 15.3 The cost for this service is included in the monthly Agreement.

16. DOCUMENTATION

- 16.1 **Testing Records:** Contractor shall provide a written record kept onsite indicating the date or dates of routine examinations and required testing. This record must be maintained in the equipment machine room, available for review by the AHJ (Authority Having Jurisdiction), or its contractual designees. In addition to this requirement and as further specified in this Agreement, the submitted certification is to include the signature of an appropriate Owner representative as a witness to the specified inspections and testing and the hours worked by Contractor to complete the inspections and testing.
- 16.2 **Maintenance Records:** Maintenance records shall be maintained onsite and document compliance with ASME A17.1 Safety Code for Elevators and Escalators. The records shall be kept in the elevator's machine room and shall always be readily available to the Owner and/or building administrator and elevator personnel. All maintenance records shall be turned over to Purchaser to be placed in the building files in conformance with the Location of Records section of this Agreement.
- 16.3 **Emergency Evacuation Procedures for Elevators:** Contractor shall provide a written emergency evacuation procedure for the elevator(s). The written procedure shall be kept on the premises where the elevator is located in conformance with the Location of Records section of this Agreement. The procedure shall identify the hazards and shall be available to authorized elevator and emergency personnel and shall detail the safety precautions to be utilized in evacuation of passengers from a stalled elevator.
- 16.4 **Escalator Resets:** If the escalator has a fault that shuts the unit down that simply requires a reset of the unit (such as the safety circuit when the combplate impact switch shuts down the unit) the contractor will charge a flat fee of \$200.00 for regular time and \$350 for overtime.
- 16.5 **Time/Work Tickets:** Contractor will leave an appropriate and legible time ticket indicating the type of work performed and the amount of time expended, or in the event of an electronic work or maintenance ticket, a copy shall be electronically forwarded to the address provided by Owner immediately, or by the end of the next business day.
- A. Whether paper or electronic ticket, Contractor shall have a service ticket on each callback so that a responsible person at Property being serviced can sign the ticket.
- B. In the event of a paper ticket a copy shall be left with that person to be delivered to the Owner.
- 16.6 **Right to Audit:** Contractor shall maintain documentation in accordance with this Agreement titled "Documentation." Contractor shall make any and all documentation available to Owner at all reasonable times for inspections and audit by Owner, during the entire term of Agreement, and for a period of five (5) years after the expiration of Agreement, provided, however, that such documentation does not contain any proprietary or confidential information of Contractor. Confidential information does not apply to any preventive maintenance for repair records, or any other written documentation that applies to preventive maintenance or any other type of work that was performed on any Equipment covered under this Agreement.

17. PURCHASER'S RIGHT TO INSPECT SERVICES

- 17.1 Purchaser reserves the right to make, or cause to be made, such inspections and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to Contractor. Contractor shall promptly correct deficiencies at its expense.
- 17.2 A qualified elevator consultant may be retained by Purchaser to perform review of Services and mediate disputes.

17.3 Acceptance of Work: Payment for Services shall not be deemed acceptance of defective, deficient or non-conforming Services. Purchaser shall have full access to inspect Services at all times.

- A. Owner will be deemed to have accepted Work after Owner agrees the Work is completed. In the event Work furnished under Agreement is found to be defective or does not materially conform to the intent of Agreement, Contractor shall, within sixty (60) days from receipt of notice from Owner, correct the deficiencies. Failure on the part of Contractor to properly correct the deficiencies within the time period allowed will constitute Owner's right to cancel Agreement immediately, upon written notice to Contractor.

18. WARRANTY

- 18.1 Contractor, for ninety (90) days from the completion of any Work, warrants that such Work, including equipment and materials provided, shall conform to professional standards of care and practice in effect at the time Work is performed, be of the highest quality, and be free from all faults, defects or errors. If Contractor is notified in writing of a fault, deficiency or error in Work, within such ninety (90) day period, Contractor shall, at Owner's option, either re-perform such portions of Work, within ten (10) days to correct such fault, defect or error, at no additional cost to Owner, or refund to Owner the charge paid by Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other contractors.
- 18.2 All equipment and materials provided by Contractor shall be fit for the purpose intended. This expressed warranty is exclusive and in lieu of all warranties either expressed or implied.
- 18.3 Faults, defects and errors in Work shall not include those not caused by events beyond the control of Contractor.

19. CONTRACTOR TO COMPLY WITH LAWS

- 19.1 In the performance of Services, Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in the location where Services are performed. At a minimum, these shall include but not be limited to the following or the code edition most currently adopted by the City of Tulsa and/or the State of Oklahoma:
 - A. ASME A17.1 Safety Code for Elevators and Escalators.
 - B. ASME A17.2-2017 Guide for Inspection of Elevators and Escalators
 - C. ADAAG, Americans with Disabilities Act Accessibility Guidelines
 - D. NFPA 72, National Fire Alarm Code as applicable
 - E. NFPA-70, NEC
 - F. CAN/CSA-B44.1 /ASME-A17.5-Elevator and Escalator Electrical Equipment
 - G. All local fire jurisdiction requirements
 - H. Elevator Industry's Field Employees Safety Handbook 2015.

20. PERIODIC INSPECTIONS AND TESTING

- 20.1 Contractor shall perform periodic tests on the elevator components.

- 20.2 **Category 1 Periodic Tests** shall be performed on an annual basis. Contractor shall, at intervals of no longer than one (1) year from the last Category 1 Periodic Test date, perform the Category 1 Periodic Testing of the elevator equipment in conformance with the requirements detailed in ASME A17.1 Safety Code for Elevators and Escalators.
- 20.3 **Category 5 Periodic Tests** shall be conducted on a five (5) year frequency. Contractor shall, at intervals of no longer than five (5) years from the last Category 5 Periodic Test date, perform the Category 5 Periodic Testing of the elevator equipment in conformance with the requirements detailed in ASME A17.1 Safety Code for Elevators and Escalators. Category 5 Periodic tests shall be performed in accordance with the frequency required by the State of Oklahoma.
- 20.4 **Periodic Inspections:** Purchaser shall contract for annual inspection services and pay inspector fees independent of this Agreement. All costs associated with performance of tests or operation of equipment required for periodic inspection and testing covered by this Agreement is included in the Agreement cost. Fees for re-inspection due to failure to eliminate deficiencies covered by Services shall be paid by Contractor. Contractor shall facilitate annual inspections by a certified elevator inspector designated by Owner under a separate contract for elevator inspection services. It still remains the responsibility of Contractor to schedule and coordinate with the designated third-party inspector for all periodic test and inspection requirements.
- 20.5 **Periodic Tests:** Periodic Tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspectors Guide.
- A. Contractor shall perform all currently adopted ASME A17.1 Safety Code for Elevators and Escalators equipment tests including all testing requirements detailed in A17.1 & A17.2 but not limited to, Normal and Final Terminal Stopping Devices Test, Power Operations of Door System Test, monthly Firefighters' Service operational tests; annual standby power operation tests on elevator (if provided), and battery pack car emergency lighting. In the event of differing testing requirements between these requirements and local codes or ordinances, the more stringent requirement shall prevail.
 - B. Category 1 & 5 Periodic Test results shall be recorded on forms acceptable to Purchaser in conformance with the requirements detailed in A17.1 Safety Code for Elevators and Escalators. A metal tag with the applicable code requirement(s) and date(s) performed, and the name of the person or firm performing the test, shall be installed to be readily visible and securely attached to the controller of each unit for all periodic tests required by A17.1 Safety Code for Elevators and Escalators. All data shall be permanently affixed to the tag without the use of ink based markers.
 - C. Contractor shall affix AHJ approved metal tags to the tested devices, as required by applicable codes and statutes, clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule. All data shall be permanently affixed to the tag without the use of ink based markers.
 - D. Contractor shall provide a written record kept on-site indicating the date or dates of routine examinations and required testing. This record must be provided and available for review by the AHJ (Authority Having Jurisdiction), or its contractual designees. This record shall be turned over to Purchaser to be placed in the building files in conformance with the Location of Records section of this Agreement.
- 20.6 Contractor shall not be held responsible or liable for any damage to the building or elevator equipment resulting from the periodic test, unless such damage is due to their negligence in conducting such test.

- 20.7 Within the first year of this contract, Contractor shall coordinate, manage and perform the Category 1 Periodic Test on all applicable elevators as required. The Category 1 Periodic Tests shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators and ASME A17.2 Inspectors Guide.
- 20.8 Any conditions found that prove to be, or have immediate potential to be, injurious to the equipment and/or personnel using the equipment, shall be reported immediately verbally and in writing with cause and recommendations of remedies and associated cost if remedies are outside the scope of this maintenance contract.
- 20.9 Periodic inspections as performed by City, County, State or Federal government and/or insurance agencies or their representatives are specifically not in this Contract and do not satisfy the requirements herein specified.
- 20.10 Contractor shall affix and maintain Car/State number designation, as required by applicable codes and statutes, on all elevator equipment in the machine room and pit including hoist machine, controller, car crosshead, electrical disconnect, etc.

21. MAINTENANCE PROCERDURES - ELEVATORS

- 21.1 The following defined activities and frequencies shall be completed as part of an ongoing and routine maintenance program. This listing in no way replaces or supersedes the obligations set forth in the scope of work or those activities mandated by local jurisdiction, national codes and generally safe work practice in the industry. The MCP provided by the Supplier shall address the following at a minimum.

Table 21.a. – DEFINITIONS Williams Center Towers 1 & 2	
Maintenance and Repair Minimum Frequency Scope of Services	
	Means this task applies for that type of equipment
CHECK AND CLEAN	Perform required housekeeping of area and component. Keep in good working order. Perform a check on the component by a visual observation or, as appropriate, by checking the function of the component.
INSPECT AND TEST	Remove covering, if necessary, to perform a visual check and inspect any required clearances, measurements and operations of the component. Perform required test to verify operation as indicated by code or general acceptable practices.
EXAMINE	Clean, inspect, and perform a thorough examination. Return equipment to optimal adjustment. Equipment should perform to industry standard after returning to service.
REFURBISH	Inspect, disassemble components, clean and lubricate internal subcomponents to return the assembly back to proper operation. Replace parts as needed.

Table 21.b. - Elevator Maintenance Frequencies Williams Center Towers 1 & 2						
TRACTION	HYDRO	FREQUENCY	MAJOR COMPONENT	SUBCOMPONENT	ACTIVITY	DETAIL ACTIVITY
		Monthly	CAB	COP	INSPECT AND TEST	Inspect position and direction indicators for proper functionality.
		Monthly	CAB	COP	CHECK AND CLEAN	Check the alarm bell and two-way emergency phone for functionality.
		Monthly	CAB	DOOR DETECTOR	EXAMINE	Clean the door protection device lenses. Examine the door protection devices for functionality and repair as necessary.

✓	✓	Monthly	CAB	DOORS	INSPECT AND TEST	Measure door closing force and door operation
✓	✓	Semi-Annually	CAB	DOORS	EXAMINE	Examine the car door gibs and replace as needed.
✓	✓	Quarterly	CAB	DOORS	INSPECT AND TEST	Check complete door operation
✓	✓	Monthly	CAB	HANDRAILS	EXAMINE	Examine handrails and ceiling panels,
✓	✓	Monthly	CAB	LEVELING	INSPECT AND TEST	Check for leveling tripping hazards and
✓		Monthly	CAB	LIGHTING	CHECK AND CLEAN	Check the emergency lighting for functionality, replace ceiling fixture light bulbs as necessary.
✓		Quarterly	CAR TOP	CAR STATION	INSPECT AND TEST	Tighten all electrical connections including terminals and resistor.
✓	✓	Monthly	CAR TOP	DOORS	EXAMINE	Examine the door operator operation, repair/adjust as needed.
✓	✓	Monthly	CAR TOP	DOORS	EXAMINE	Examine, clean and lubricate the car door rollers, linkages, tracks, up-thrust rollers and relating cables, repair/adjust as necessary.
✓	✓	Quarterly	CAR TOP	DOORS	INSPECT AND TEST	Inspect the door operator belts, bearings for noises, heat and wear, lubricate and/or replace as needed.
✓	✓	Semi-Annually	CAR TOP	DOORS	EXAMINE	Examine the door operator motor's commutator and brushes, repair/replace as needed.
✓	✓	Semi-Annually	CAR TOP	DOORS	EXAMINE	Examine the door operator's clutch assembly and repair/replace or adjust as needed.
✓	✓	Annually	CAR TOP	DOORS	INSPECT AND TEST	Clean and lubricate, as necessary, the door operating assembly and adjust the tension of the drive belt(s) as needed.
✓	✓	Annually	CAR TOP	DOORS	INSPECT AND TEST	Verify proper door operator switch functionality.
✓	✓	Annually	CAR TOP	DOORS	EXAMINE	Examine, clean and lubricate the rollers, tracks, up thrust rollers and relating cables.
✓	✓	Monthly	CAR TOP	FAN	EXAMINE	Examine the exhaust fan and lubricate if necessary.
✓	✓	Monthly	CAR TOP	HOUSEKEEPING	CHECK AND CLEAN	Clean the car top and associated equipment.
✓	✓	Annually	CAR TOP	HOUSEKEEPING	CHECK AND CLEAN	Clean the car top and repaint if necessary.
✓	✓	Monthly	CAR TOP	ROLLER GUIDES	EXAMINE	Examine and adjust the roller guides for proper tracking and tension
✓	✓	Monthly	CAR TOP	ROLLER GUIDES	EXAMINE	Examine and lubricate the roller guides bearings
✓	✓	Quarterly	CAR TOP	ROLLER GUIDES	CHECK AND CLEAN	Check the roller guides for equalization and adjust if needed.
✓	✓	Annually	CAR TOP	ROLLER GUIDES	EXAMINE	Examine and lubricate the roller guide bearings, if required.
✓	✓	Monthly	CAR TOP	STABILIZERS	EXAMINE	Examine the cab steadiers, replace if damaged or worn and adjust as necessary.
✓	✓	Annually	CAR TOP	STABILIZERS	EXAMINE	Examine the cab steadiers and adjust if necessary.
✓	✓	Monthly	CAR TOP	SWITCHES	EXAMINE	Examine the safety operated switch, leveling devices, tape and/or hitches, repair/adjust as necessary.
✓	✓	Quarterly	CAR TOP	SWITCHES	EXAMINE	Examine terminal limit and slow down switches, adjust and lubricate and replace as required.
✓	✓	Annually	CAR TOP	SWITCHES	EXAMINE	Examine the switches, leveling devices, tape and hitches and adjust/replace as necessary.
✓	✓	Quarterly	CAR TOP	TRAVELLING CABLE	EXAMINE	Examine the traveling cables for tracking and wear.
✓	✓	Monthly	GENERAL	CONTROLS	TEST	Test Fire Service Phase I & II monthly and log the results in the Owner's LOG
✓		Semi-Annually	GENERAL	CONTROLS	TEST	Check and test both Fire Service Phase I & II including machine room, alternate landings, lobby detector functions
✓		Semi-Annually	GENERAL	CONTROLS	TEST	Check and test the emergency power operation

✓	✓	Monthly	GENERAL	HOUSEKEEPING	INSPECT AND TEST	Replace any/all nonfunctional signal fixture light bulbs and/or LED's plus any owner generated work items
✓	✓	Semi-Annually	HOISTWAY	DOORS	REFURBISH	Disassemble the interlock assemblies, renew worn components and readjust accordingly.
✓	✓	Monthly	HOISTWAY	DOORS	EXAMINE	Examine the door interlock and pick-up roller assemblies and replace any/all missing/worn parts as needed.
✓	✓	Monthly	HOISTWAY	DOORS	EXAMINE	Examine the door gibs and door restrictor device and replace any/all parts as necessary
✓	✓	Quarterly	HOISTWAY	DOORS	EXAMINE	Examine all spirators for noise repair as necessary
✓	✓	Quarterly	HOISTWAY	DOORS	EXAMINE	Examine the pickup rollers for proper adjustment
✓	✓	Semi-Annually	HOISTWAY	DOORS	INSPECT AND TEST	Check pickup roller assemblies for freeness; remove, renew and adjust pickup roller assemblies accordingly.
✓	✓	Semi-Annually	HOISTWAY	DOORS	INSPECT AND TEST	Check hoist-way door relating cable assemblies, replace any/all worn components, adjust and/or lubricate accordingly.
✓	✓	Monthly	HOISTWAY	DOORS	INSPECT AND TEST	Examine both car and hoist-way: Door protection system, door sills, Door operation
✓		Monthly	HOISTWAY	SHEAVE	EXAMINE	Examine both car and hoist-way: defectors and counterweight sheaves, repair/adjust as necessary.
✓		Monthly	HOISTWAY	SHEAVE	EXAMINE	Examine the overhead deflector sheave bearings for heat, noises or wear, lubricate and/or replace as needed.
✓		Quarterly	HOISTWAY	SHEAVE	EXAMINE	Examine, clean and lubricate the counterweight sheave bearing.
✓		Semi-Annually	HOISTWAY	SHEAVE	EXAMINE	Examine the overhead deflector cable sheave and its grooves for cracks and repair/replace as needed.
✓		Semi-Annually	HOISTWAY	SHEAVE	EXAMINE	Examine the deflector sheaves bearings, lubricate if necessary or replace per code
✓		Annually	HOISTWAY	SHEAVE	EXAMINE	Examine the overhead deflector sheave and its cable grooves for cracks and repair/replace as needed.
✓		Annually	HOISTWAY	SHEAVE	EXAMINE	Examine the deflector sheaves bearings, lubricate/replace as needed.
✓	✓	Semi-Annually	HOISTWAY	SPIRATORS	INSPECT AND TEST	Check the spirators for noise and proper tensioning and replace/readjust accordingly.
✓	✓	Semi-Annually	HOISTWAY	SWITCHES	EXAMINE	Examine and lubricate the overhead terminal switches and repair/replace as needed.
✓		Annually	Machine Room	BRAKE	EXAMINE	Comprehensively disassemble the brake assembly; the scope of work should include but not be limited to freeing all the removable pins, removing the brake core assembly, re-greasing the core and plunger piece and removing all paint and/or grease buildup from said brake assembly and its affiliated components. Perform and record in Maintenance Records all required ASME A17.1 brake-related tests.
✓	✓	Monthly	Machine Room	CONTROLS	INSPECT AND TEST	Visually inspect of all controllers and line starters.
✓	✓	Monthly	Machine Room	CONTROLS	INSPECT AND TEST	Clean and inspect the power unit, control, valves, motor and belts.
✓	✓	Quarterly	Machine Room	CONTROLS	EXAMINE	Examine power drive AND COUPLING
✓	✓	Quarterly	Machine Room	CONTROLS	EXAMINE	Examine all controller contacts and adjust as needed.
✓	✓	Quarterly	Machine Room	CONTROLS	EXAMINE	Examine the main contacting contactors and adjust/replace as needed.
✓	✓	Quarterly	Machine Room	CONTROLS	CHECK AND CLEAN	Check controller motor-overloads
	✓	Quarterly	Machine Room	CONTROLS	INSPECT AND TEST	Inspect valve operation and pump motor operation. Filter oil if necessary
✓	✓	Semi-Annually	Machine Room	CONTROLS	INSPECT AND TEST	Tighten all controller terminal block connections.
✓	✓	Semi-Annually	Machine Room	CONTROLS	CHECK AND CLEAN	Clean the controller(s) (relays, solid-state electronic boards, transformers, etc.) free of any/all contaminants.
✓	✓	Semi-Annually	Machine Room	CONTROLS	EXAMINE	Examine and adjust all controller relay contacts.

✓	✓	Semi-Annually	Machine Room	CONTROLS	EXAMINE	Examine the resistor tubes, tighten connections and replace as needed.
✓	✓	Annually	Machine Room	CONTROLS	INSPECT AND TEST	Check and inspect all relay contacts, power supplies and controller sub componentry for proper Operation, electronic boards, software downloads, and any other general controller upkeep needed to maintain safety and proper system operation
✓	✓	Annually	Machine Room	CONTROLS	CHECK AND CLEAN	Clean the fuses and fuse holder.
✓	✓	Annually	Machine Room	CONTROLS	EXAMINE	Examine the resistor tubes and replace as needed.
✓	✓	Annually	Machine Room	CONTROLS	EXAMINE	Examine the controller timers, repair/replace or adjust as necessary.
✓	✓	Annually	Machine Room	CONTROLS	CHECK AND CLEAN	Check the power supply voltages in the controller.
✓		Annually	Machine Room	GOVERNOR	EXAMINE	Examine and test the governor for proper operation.
✓		Annually	Machine Room	GOVERNOR	EXAMINE	Examine and lubricate the governor
✓	✓	Monthly	Machine Room	HOUSEKEEPING	CHECK AND CLEAN	Clean the machine room floor and all controllers.
✓		Annually	Machine Room	HOUSEKEEPING	CHECK AND CLEAN	Clean the machine room floor and paint said floor as needed.
✓		Annually	Machine Room	MACHINE	CHECK AND CLEAN	Comprehensively clean the hoist-motor free of any/all contaminants.
	✓	Annually	Machine Room	MACHINE	EXAMINE	Examine all hydraulic power unit connections and tighten if loose or leaking.
	✓	Yearly	Machine Room	CONTROLS	INSPECT AND TEST	Filter oil, check valve and pump operation, check packing and all supply lines
	✓	Yearly	Machine Room	CONTROLS	TEST	Perform annual pressure test and adjust complete system for proper operation
	✓	Quarterly	PIT	BUFFER	INSPECT AND TEST	Inspect the buffer and clean as needed.
✓	✓	Quarterly	PIT	SWITCHES	EXAMINE	Examine the pit terminal switches, repair/replace or adjust as needed.
	✓	Monthly	PIT	CYLINDER	EXAMINE	Clean, inspect and examine jack packing.
✓	✓	Quarterly	PIT	TRAVELLING CABLE	INSPECT AND TEST	Inspect travelling cable loop and tension.
✓	✓	Quarterly	CAR TOP	TRAVELLING CABLE	INSPECT AND TEST	INSPECT Car top lighting and repair or replace if necessary
✓	✓	Annually	HOISTWAY	DOOR	Refurbish	disassemble interlock assemblies, renew worn components and readjust as necessary
✓	✓	Annually	HOISTWAY	DOOR	EXAMINE	Check spirators, door operator and complete door system for proper operation and readjust as needed
✓	✓	Annually	HOISTWAY	DOOR CLUTCH	EXAMINE	Check pickup roller assemblies, readjust, replace and maintain proper operation of complete door system
✓	✓	Annually	HOISTWAY	DOOR LINKAGESE	EXAMINE	Check hoistway door relating cable assemblies and readjust and lubricate accordingly
✓	✓	Annually	PIT	BUFFERS	EXAMINE	Examine pit safety devices and all componentry for proper function
✓	✓	Annually	GENERAL	CONTROLS	TEST	Test Fire Service Phase I & II monthly and log the results in the Owner's LOG

22. SPECIAL CONDITIONS

22.1 Contractor shall maintain Purchaser's complete set of straight-line wiring diagrams in good condition. Drawings shall be consistently modified with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment

upgrades made by Contractor during Agreement term. Purchaser shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event Agreement is cancelled. If Agreement is cancelled, Purchaser will withhold final payment until an as built/as modified set of wiring diagrams is provided by Contractor. This portion of the specifications only applies if wiring diagrams are already on site or if Owner purchases wiring diagrams for the unit.

- 22.2 At least quarterly, or more often if requested, Contractor shall provide and review with Purchaser a summary of all callbacks. The intent of this review is to minimize callbacks by developing consistent communication between Contractor and Purchaser relative to callback trends, equipment downtime and their causes.
- 22.3 Purchaser shall contract for annual inspection services and pay inspector fees independent of this Agreement. All costs associated with performance of tests or operation of equipment required for periodic inspection and testing covered by this Agreement is included in the Agreement cost. Fees for re-inspection due to failure to eliminate deficiencies covered by Services shall be paid by Contractor.
- 22.4 Purchaser may provide Contractor with information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 - A. 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.
 - B. 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.
 - C. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser's name or the name of any affiliate of Purchaser, or the name, address or any picture or likeness of or reference to Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser.

23. MAINTENANCE PROCEDURES - ESCALATORS

23.1 EQUIPMENT PERFORMANCE

- A. As a minimum standard, maintain the escalators at all times in as-new condition.
- B. Maintain and adjust the equipment so that:
- C. No obvious or objectionable bumps can be felt at any point while riding on the escalator.
- D. The escalator carries rated load at rated speed within the ratings of the drive machine.
- E. Maintain reversibility of escalators provided they are capable as of the Commencement Date (Contractor to verify; Contractor shall not be liable for any equipment or building damage which may occur during the verification process, provided that Contractor is in compliance with the industry the standard of care).
- F. Inspect and tighten skirt and deck panels and replace such panels if they are damaged or worn by escalator steps. Contractor will maintain and repair fastening systems for these panels including adhesives.

- G. The increase of noise level over the ambient noise level does not exceed 60 decibels when measured at the top or bottom landing of the escalator. Measure the noise level using an ANSI type-2 sound level meter, on the 'A' scale with a slow response.

23.2 SCHEDULE

- A. Respond immediately to problems discovered in the course of examination by replacement of faulty parts and otherwise implementing corrective action in every case of unusual operation(s) or noise(s).
- B. Replace parts showing excessive wear no later than the next scheduled examination or sooner if necessary.
- C. References to clean, check, lubricate, repair, etc., apply to as many such components, devices or systems as exist.
- D. Perform, at a minimum, the applicable duties described in the schedules and carry out these duties for each visit during the indicated period. Perform these duties more frequently if the condition of the equipment warrants.
- E. For each annual inspection during the Term, Contractor must notify and coordinate the annual inspections with the Owner at least 10 days in advance of such inspections. In the event there are repairs needed or code violations that are covered under this Scope of Work, Contractor will be responsible for the repairs, labor and related consultants' costs.

23.3 MONTHLY CHECKS

- A. Perform the following duties at least once a month for each unit:
- B. Ride the escalator and observe the operation of the steps and handrails for smoothness and noise. Check handrails for proper tracking with the steps.
- C. Check comb plates for broken fingers and replace any that are damaged or those with excessive wear.
- D. Examine the clearance between the step threads and comb plate fingers and between the step threads and skirt panels. Should clearances approach or exceed the maximum allowed by inspection authorities correct the problem immediately.
- E. Check all controller relays for proper contact and excessive heating; correct, as necessary.
- F. Thoroughly clean the machine. Check the machine bearings for excessive heating. Observe that the brake action is correct. Check the oil level in the machine and examine for oil leaks.
- G. Check each step for bumps, broken treads, wobble, or tilt. Replace or adjust step and track components as required to correct the problem.
- H. Press each stop button and check for proper stopping distance. Adjust brake if required.
- I. Check step chain for proper tension and lubricate replace, as necessary.
- J. Check sprockets.
- K. Clean truss pans.

23.4 SEMI-ANNUAL CHECKS

- A. Perform the following duties at least once every six months:
- B. Trip governor by hand. Check all parts of the mechanism for freeness and clean and lubricate as required.

- C. Vacuum clean the motor (do not use a blower).
- D. Examine the machine gear teeth for wear.
- E. Examine all chains for wear and tension: drive, step, handrail, etc.
- F. Clean the controller, examine all equipment and replace work parts. Tighten all power circuit wiring connections; pay particular attention to overload relay wire connections.
- G. Check overloads to ensure that they are correctly set.

23.5 ANNUAL CHECKS

- A. Perform the following duties at least once every twelve months:
- B. Thoroughly clean the motor. If the accumulation of dust is excessive, remove the dirt by a vacuum cleaner rather than blowing out the motor.
- C. Clean and examine all controller equipment for worn parts and replace if required. Check the power wiring connections for tightness with particular attention to the overload relay wire connections.
- D. Check the overloads for correct setting.
- E. Remove steps to thoroughly clean the pits, truss pans, tracks, steps, rollers and chains. This must be completed when the Owner has no events scheduled and not around any holiday periods. Top and bottom trusses cleaned yearly and full clean downs performed every three years or as required by code.
- F. Adjust track alignment, roller bushings or any other components to achieve maximum step side play of 1/8", and maximum step up thrust play of .010".
- G. Renew parts and adjust so that machine rides essentially like a new escalator with all tolerances close to their original factory specifications.
- H. Escalator Interior Cleaning - As required by code or every three years, perform a complete clean down of the escalators. No clean downs will be scheduled during holiday periods, anchor store sales events or Owner promotions or events.
- I. Top and bottom of units will be cleaned a minimum of once a year.
 - i. The clean down will consist of the following: Removal of necessary steps to perform the following: All rollers, step chains and other components will be examined and replaced as necessary
 - ii. All pans and turnarounds will be cleaned
 - iii. Each unit will be adjusted as necessary and returned to service
 - iv. The removal of the appropriate amount of steps to clean the top and bottom pits and the center pan, as well as a visual inspection of the appropriate components
- J. Annual Inspection - Contractor must notify and coordinate the annual inspections with the Owner to enable the Owner to contact its consultant giving them at least 10 days' prior notice of such inspections to be present at the Property and view said inspection. Remove and internally clean applicable steps when completing the annual inspections.
- K. Perform Step/Skirt Performance Index (SSPI) testing and log; Check components and fastenings that under failure could create a dangerous situation.

- 23.6 MANUFACTURER'S PARTS - Where possible use genuine manufacturer's parts. When such parts are not available, or a better substitute is available, submit data on the alternate part for approval by the Owner. In any case, replacement part to be equal to or better in quality than original part.
- 23.7 PARTS ONSITE OR AVAILABLE WITHIN 24 HOURS - All reasonable efforts will be made to have the following parts on-site or available within the noted period. Should any equipment-related items (i.e. handrails due to specific required lengths, drawings, software updates), require longer lead-time, the Contractor shall inform the Owner as soon as the accurate timeline is known.
- A. Two step rail rollers
 - B. Two step chain rollers
 - C. One micro-switch of each type used
 - D. One complete step of each type used
 - E. Three step chain bearings of each type used
 - F. Twelve fluorescent tubes of each type used
 - G. Two control fuses of each size
 - H. One complete set of relays, resistors, contactors, capacitors, and solid-state devices
 - I. All necessary lubricants and cleaning materials
 - J. Buzzer assembly
 - K. Quantities of all other components which wear and need periodic replacement such as seals, bearings, rubber bushings, etc., sufficient to allow speedy repairs.
 - L. Comb plates should be available on site.
- 23.8 PARTS READILY AVAILABLE - Ensure the following spare parts (as applicable) are readily available at Contractor's local office:
- A. One drive motor of each type used
 - B. Handrail
 - C. Step chain
 - D. Safety sensors
- 23.9 OBSOLETE PARTS AND OBSOLENCE
- A. Spare Parts on Hand and obsolescence: Contractor agrees to maintain a stock of all critical spare parts or make available any spare parts that are needed to maintain and fully operate the elevators under this agreement. If a part is obsolete, or manufacturer has issued a planned obsolescence notice it is the Contractor's responsibility to notify Manager and present a plan on how to maintain such parts so the performance metrics defined will be fulfilled. A list shall be provided of items deemed as obsolete. This list will be revisited every quarter by the Contractor to ensure that a plan is in place to keep the service levels in accordance with the defined metrics. As part of this contract, the service provider will do their level best to obtain parts that may be available in the open market. The obsolescence proposal for the repair will detail material and labor and take into account the labor and material covered under the full-service contract if the part were not obsolete. A part is considered obsolete if the part cannot be re-manufactured, cannot be purchased from a reputable parts source, or the original manufacturer no longer manufactures the part. A part

or assembly is considered obsolete if the item cannot be repaired by a sub-component replacement that is readily available and can be done safely.

24. PURCHASER'S RESPONSIBILITIES

- 24.1 Provide clear, safe and convenient access to Property and elevator equipment room.
- 24.2 Maintain equipment room lighting, car lighting, telephone lines to controller terminals, equipment room electrical switchgear and electrical feeders to elevator controllers.
- 24.3 Maintain equipment room heating and air conditioning systems.
- 24.4 Maintain fire alarm initiating devices in elevator lobbies, machine room, hoistway, etc.
- 24.5 Prevent storage of Property equipment or supplies in elevator equipment room and. obstruction of equipment room access corridors and doors.
- 24.6 Maintain standby power generator systems and related switchgear and feeders.
- 24.7 Maintain equipment rooms, hoistway and pit in a code compliant and dry condition.
- 24.8 Coordinate with Contractor in regard to Purchaser-required equipment retrofits, such as elevator security systems, new car interior finishes, car interior TV systems, etc.
- 24.9 During Property construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

25. PREVIOUS REPRESENTATIONS

- 25.1 No other communications or agreements, written or oral, are binding upon or have been relied upon by the parties unless included in this Agreement, which constitutes the whole Agreement between the parties hereto.

26. EXTENT OF LAW

- 26.1 This Agreement shall be interpreted in accordance with the laws of the State of Oklahoma.

27. TIME

- 27.1 Owner and Contractor agree that time is of the essence in the performance of Work called for under this Agreement. Contractor agrees that all Work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.
- 27.2 Neither Contractor nor Owner shall be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances beyond Owner's or Contractor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of Agreement, or on the date of the start of Work, shall extend the time of Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal

work schedules. However, under such circumstances as described herein, Owner may, at its discretion, cancel this Agreement for its own convenience.

28. MISCELLANEOUS PROVISIONS

- 28.1 Contractor shall not employ Subcontractors without the express written permission of Owner.
- 28.2 Scheduled maintenance and repair work where the device is removed from service for more than 4 hours shall require two-week notice to Facilities.
- 28.3 Contractor shall not assign Agreement or sublet it as a whole without the express written permission of Owner. Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. Owner may assign the contract, or sublet it as a whole, without the consent of Contractor.
- 28.4 No waiver, alteration, consent or modification of any of the provisions of Agreement shall be binding unless in writing and signed by Owner and Contractor.
- 28.5 Contractor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State and Local laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Agreement.
- 28.6 Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an area designated by Owner, or remove to a waste site as directed by Owner. If Contractor fails to clean up Work site, Owner will complete the task and charge Contractor for such services.
- 28.7 This Agreement is considered a non-exclusive Agreement between the parties. Purchaser agrees not to allow others to make adjustments, repairs or maintenance to the equipment that is the subject of this Agreement. Purchaser further reserves the right to obtain competitive pricing for any alteration, repair or modernization not specifically included in this Agreement.
- 28.8 This Agreement is deemed to be under, and shall be governed by, and construed according to, the laws of the State of Oklahoma.
- 28.9 Any litigation arising out of this Agreement shall be heard in the State of Oklahoma.
- 28.10 In the event it is necessary for either party to this Agreement to file any legal proceedings to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of such action, including but not limited to attorneys' fees and costs of any Bankruptcy or Appellate proceedings associated with such action.
- 28.11 This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.
- 28.12 **Notices:** Any notice or demand herein provided to be given or made or which may be given or made by either party to the other shall be deemed to have been duly given and made three (3) business days after same is deposited in the United States mail, postage prepaid and addressed as follows:

To Owner:

To Contractor:

29. VERTICAL TRANSPORTATION MAINTENANCE AGREEMENT ACCEPTANCE

29.1 This Agreement contains all the terms and conditions agreed upon by Owner and Contractor. This Agreement, once signed, will constitute the sole contract for the maintenance of Equipment as detailed above. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto, except as noted herein.

30. VERTICAL TRANSPORTATION MAINTENANCE AGREEMENT EXECUTION

30.1 All parties have agreed to the terms and conditions of this Agreement and have executed this Agreement the date noted below.

CONTRACTOR COMPANY

BY: _____

TITLE: _____

DATE: _____

OWNER

BY: _____

TITLE: _____

DATE: _____

END OF AGREEMENT

APPENDIX A – EQUIPMENT INVENTORY

Disclaimer: The Equipment data indicated in “Appendix A - Equipment Inventory”, including but not limited to; equipment identification numbers, capacities, speeds, number of stops and openings, step width and rise are strictly for reference only. Contractor is responsible to field verify all data before submitting bid for the Vertical Transportation Maintenance 5 Year Agreement. Report any discrepancies found immediately to the Owner.

UNIT COST PER MONTH:

Provide monthly price per unit for labor, equipment, transportation, supervision, tools, administrative costs, materials and any incidental cost necessary to perform all work specified in the **VERTICAL TRANSPORTATION MAINTENANCE 5 YEAR AGREEMENT**.

**Table 1 – Vertical Transportation Preventative Maintenance Pricing
Williams Center Towers 1 & 2**

EQUIP. ID NO	DESIGN TYPE	SPEED FPM	CAP. LBS.	NO. FLOORS	CONTROL MNFR.	UNIT COST PER MONTH
Tower I High Rise - Elev #5 State ID 35104	Gearless Traction	500	3,500	9	Otis (Elevonic 101)	
Tower I High Rise - Elev #6 State ID 35105	Gearless Traction	500	3,500	8	Otis (Elevonic 101)	
Tower I High Rise - Elev #7 State ID 35106	Gearless Traction	500	3,500	8	Otis (Elevonic 101)	
Tower I High Rise - Elev #8 State ID 35107	Gearless Traction	500	3,500	8	Otis (Elevonic 101)	
Tower I Garage - Elev #9 State ID 35108	Hydraulic	125	3,500	3	Existing - Field Verify	
Tower I Garage - Elev #10 State ID 35107	Hydraulic	125	3,500	3	Existing - Field Verify	
Tower I Low Rise - Elev #1 State ID 35100	Geared Traction	350	3500	10	Otis (Existing GCS)	
Tower I Low Rise - Elev #2 State ID 35101	Geared Traction	350	3500	10	Otis (Existing GCS)	
Tower I Low Rise - Elev #3 State ID 35102	Geared Traction (Freight)	350	3500	11	Otis (Existing GCS)	

Table 1 – Vertical Transportation Preventative Maintenance Pricing Williams Center Towers 1 & 2						
EQUIP. ID NO	DESIGN TYPE	SPEED FPM	CAP. LBS.	NO. FLOORS	CONTROL MNFR.	UNIT COST PER MONTH
Tower I Low Rise - Elev #4 State ID 35103	Gearless Traction	350	3500	10	Otis (Existing GCS)	
Tower II Low Rise - Elev #1 State ID 35110	Gearless Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #2 State ID 35111	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #3 State ID 35112	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #4 State ID 35113	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II Low Rise - Elev #5 State ID 35114	Traction	500	3,500	14	Otis (Elevonic 101)	
Tower II High Rise - Elev #6 State ID 35115	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #7 State ID 35116	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #8 State ID 35117	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #9 State ID 35118	Gearless Traction	500	3,500	11	Otis (Elevonic 101)	
Tower II High Rise - Elev #10 State ID 35119	Gearless Traction (Freight)	350	4500	12	Otis (Existing GCS)	
Tower II – Escalator P to B (Up) – State ID E5570	Escalator	100		2	Existing - Field Verify	
Tower II – Escalator B to P (Down) – State ID E5569	Escalator	100		2	Existing - Field Verify	
					Total:	\$

Table 2 – Hourly Rates Williams Center Towers 1 & 2				
Description	Type of Technician (s)	Total Estimated Hours (1-year)	Hourly Rate, Unit Price	Estimated Total Per Year
Regular Working Hours	One (1) Mechanic			
Regular Working Hours	One (1) Mechanic and Helper			
Overtime Working Hours	One (1) Mechanic			
Overtime Working Hours	One (1) Mechanic and Helper			
Weekends and Holidays	One (1) Mechanic			
Weekends and Holidays	One (1) Mechanic and Helper			

END OF APPENDIX A – EQUIPMENT INVENTORY