



SECTION 14 01 20

OWNER'S FORM OF VERTICAL TRANSPORTATION

MAINTENANCE AGREEMENT AND SPECIFICATIONS

FOR FULL COVERAGE

ON

TWENTY-FIVE (25) ELEVATORS

AT

FLORIDA STATE HOSPITAL

100 NORTH MAIN STREET

CHATTAHOOCHEE, FL 32324

DATE: January 27, 2026

VDA NO.: 78906

Elevator Contractor: _____

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DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

14 01 20 – Maintenance of Elevators – Full Coverage Agreement and Specifications

This Maintenance Agreement ("Agreement"), effective **TBD** _____ (the "Effective Date"), is made by and between The Florida Dept of Children and Families / Florida State Hospital ("Owner") and _____ ("Contractor"). Owner hereby retains Contractor to provide maintenance and service for the vertical transportation systems at the property located at 100 North Main Street as further detailed in the scope of work described herein.

#	State ID#	Unit Type	Capacity	Stops	Bldg. Name	Install Year	Mod Year	Controller
1	6274	TRACTION	4000	4	1051	1950	2015	ECC
2	5948	TRACTION	4000	3	1052	1961	2025	ECC
3	5308	TRACTION	4000	4	1053	1965	2025	ECC
4	2336	HYDRAULIC	2500	2	1007 / KITCHEN	1975	2008	Mowrey
5	32050	HYDRAULIC	4000	4	1012 / CTU / PE1	1985	2008	Mowrey
6	32049	HYDRAULIC	2100	4	1012 / CTU / PE2	1985	2008	Mowrey
7	4079	HYDRAULIC	2000	4	1015 / CTU / PE1	1985	2008	Mowrey
8	4080	HYDRAULIC	2000	4	1015 / CTU / PE2	1985	2008	Mowrey
9	4082	HYDRAULIC	4000	4	1028 / SPECIALTY CARE	1968	2021	ECC
10	4081	HYDRAULIC	4000	4	1028 / SPECIALTY CARE	1968	2021	ECC
11	4083	HYDRAULIC	3000	4	1028 / SPECIALTY CARE	1968	2025	ECC
12	9538	HYDRAULIC	4000	4	1029 / DDDP East	1972	2015	Mowrey
13	35435	HYDRAULIC	4000	4	1029 / DDDP West	1972	2015	Mowrey
14	96775	HYDRAULIC	2500	2	1235 / Pharmacy	1959	2008	Mowrey
15	2768	TRACTION	4000	2	1241 / Unit 1	1956	2016	Mowrey
16	23415	HYDRAULIC	5000	3	1243 / MSU	1975	2008	Unknown
17	2706	TRACTION	4000	4	1247 / Park Trammel – Passenger / PE1	1957	2025	ECC
18	2705	TRACTION	4000	4	1247 / Park Trammel – Passenger / PE2	1957	2025	ECC

#	State ID#	Unit Type	Capacity	Stops	Bldg. Name	Install Year	Mod Year	Controller
19	2704	TRACTION	4000	4	1247 / Park Trammel – Freight / FE3	1957	2025	ECC
20	36163	HYDRAULIC	2500	2	1249 / Personnel	1984	N/A	National
21	115	TRACTION	3500	3	1260 / CENTRAL REHAB	1988	N/A	ESI
22	45469	HYDRAULIC	4000	2	1262/ MRDP	1991	N/A	Omron
23	2244	TRACTION	3500	2	1265 / UNIT 27 / PE1	1952	N/A	Otis
24	2243	TRACTION	3500	2	1265 / UNIT 27 / PE2	1952	N/A	Otis
25	32803	HYDRAULIC	2500	2	1451 / Forensic Admin	1988	N/A	Dover

PART 1 - GENERAL CONDITIONS

1.1 AGREEMENT INTENT

- A. The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for the vertical transportation systems identified, and the terms and conditions under which the Owner shall compensate the Contractor for such services rendered.
- B. It is the intent of this Agreement to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee to the Owner that the absence or omission of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the Agreement and practical requirements unless same is specifically excluded, or prorated herein.
- C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the original equipment manufacturer (OEM) specifications, Maintenance Control Program, and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the OEM standard shall be employed unless no relevant documentation is available. The absence of both a contract requirement herein and the OEM design standard shall cause the Contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

1.2 DEFINITIONS OF TERMS

- A. The term "Owner," as used herein, refers to the person, organization, corporation, or other entity representing the building's ownership or acting with authority as the Owner's agent. The term "Owner" includes any individual or entity with legal authority to act on behalf of the building owner in relation to the management, coordination, and purchase of services under this Agreement. This includes, but is not limited to, hired agents and designated representatives.
- B. The term "Authority," "Governing Authority (GA)," "Authority Having Jurisdiction (AHJ)," or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation Safety Codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.
- C. The term "Contractor," "Elevator Contractor" or "Vendor" as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies having an agreement with the Owner to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- D. The term "Subcontractor," as used herein, refers to any persons, partners, firm, or corporation having materials and/or labor for the execution of the work herein described.
- E. The term "Consultant," as used herein, refers to VDA.
- F. The term "Agreement," "Contract" or "Contract Documents," as used herein, consists of this specific document, pages 1 to 42; and any alternates, addenda, or substitutions as may be referenced under Exhibits or Riders approved by the parties for the final execution of the Agreement.

1.3 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in this Contract Document, shall mean the following:

ADA	Americans With Disabilities Act
AHJ	Authority Having Jurisdiction
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
EPA	Environmental Protection Agency
GA	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.4 AGREEMENT COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances, and regulations.
- B. The specifications are written in the singular with the understanding identical work, materials, and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, including hydraulic oil, hoist ropes, suspension belts, etc., labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the Agreement is also covered by the Contract specifications, the Contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services, or procedures covered herein.
- D. Maintenance coverage shall include, but is not limited to, preventive services, callback services, inspection and testing services, repair(s) and/or direct replacement component renewal procedures, and housekeeping.

1.5 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working days of the elevator trade, 8:00 A.M. to 4:30 P.M., Monday through Friday, except union-designated holidays. Contractor to provide a list of union-designated holidays.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of a piece of equipment from service for an extended period of time must be scheduled through the Owner.
 - 1. Owner retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner extraordinary obligation is extra premium labor costs only.
 - 2. Callback services shall be made available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays as further specified herein.
- C. Travel time for all billable callback services shall be capped at 1.0 hours (round-trip) per callback for actual travel. No additional travel, fuel, surcharges and/or sundries fees will be permitted.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by State of Florida Certified Technicians and Mechanics directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner.
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this paragraph, will be performed at the fees indicated in Exhibit A, Section B.
 - 1. It is mutually agreed that the Contractor shall make any and all repairs or replacements caused by Contractor's improper repair, negligent or willful acts or omissions at Contractor's expense.
 - 2. Any disagreement regarding repairs noted by the contractor as outside of normal wear and tear or operation will be reviewed and resolved by an elevator consultant designated by the Owner.

1.7 OWNER'S RIGHT TO CORRECT WORK

- A. Should the Contractor fail to perform any replacements, repairs, or upgrades (outside of mutually agreed backordered parts), within one hundred twenty (120) days, the Owner may cancel the said service, and no amount shall be due the Contractor thereunder. If the Contractor fails to perform satisfactory work to the Owner, the Owner may elect to have work corrected by another qualified Contractor, and the cost may be deducted from the Contract at the Owner's option.

1.8 SERVICE/REPAIR TIMEFRAME

- A. Any service or repair that requires a single technician or team shall be performed within five (5) working days, excluding weekends and/or holidays. If part(s) needed are not in stock, or are special order, the date the Contractor receives the part(s) will be the start of the ten (10)-day requirement for completion of the service or repair(s). Confirmation for receiving parts/materials can be requested by the Elevator Contractor, Vendor, Owner, Consultant, or manufacturer.
 - 1. Should the Owner request the work be performed on weekends and/or holidays, the Owner shall only pay the overtime premium portion of the service or repair(s).

1.9 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of the end of receipt of a properly submitted invoice. All fees are all-inclusive of labor, materials, overhead, profit, and all applicable costs; no additional charges of any kind shall be added to any invoice. The Department is exempt from Florida state sales and use tax pursuant to §212.08(6), F.S. No additional travel, fuel, surcharges, or sundry fees will be permitted.
 - 1. Payment for callback services shall be invoiced on a monthly basis for all callback services with an itemized statement for each service rendered using the hourly rates specified in Exhibit A, Section A.
 - a. Contractor is required to verify with authorized Owner or Management Representative that overtime services are approved prior to dispatching technician(s). If overtime services are rendered without prior Owner approval, the Owner shall not be responsible for any resulting overtime charges.
 - b. Any calls placed to the Contractor on or before 1:00 p.m., Monday through Friday — excluding Legal Holidays recognized by the International Union of Elevator Constructors (IUEC) — that are not serviced until after 4:30 p.m. shall not be charged to the Owner.
 - 2. Payment for monthly maintenance services shall be contingent upon the Contractor's compliance with the full terms of this Agreement, including but not limited to the following:
 - a. Monthly maintenance records must be updated and kept on site in the Code required Maintenance Control Program (MCP) to include any Contractors Monthly PM Check Chart(s).
 - b. For all site visits, regardless of nature, the Contractor's personnel shall leave on-site a completed time ticket documenting work performed, in an area designated by the Owner.
 - c. General compliance with all Contractor deliverables as specified herein.

1.10 BREAKDOWN, MALFUNCTION OR DAMAGE

- A. Immediately upon the Contractor's discovery of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, they shall advise the Owner and the Contractor shall place such "Out of Order" or warning signs as are appropriate with necessary barricades or other required protection as directed by the Owner. Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.11 TRASH/OIL REMOVAL

- A. The Contractor shall remove daily from the building, all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the Owner, in suitable garbage and waste receptacles, also approved by the Owner and shall be kept covered except when filling or emptying them. The Contractor

shall exercise care in removing such garbage, debris, and other waste materials from the building. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Owner. No equipment or facilities of the Owner shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be permitted to be thrown, discharged, or disposed into or upon the streets bounding the Site of Work.

- B. Equipment or oil removal shall be the responsibility of the service Contractor and shall be recycled or disposed of in an environmentally friendly manner in accordance with EPA regulations. All costs are to be incurred by the Contractor.

1.12 SUSTAINABILITY REQUIREMENTS

- A. The Contractor agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable federal, state, and municipal environmental regulations, and further accepts all liability that may result from handling and/or disposing of said material at no cost to the Owner. The contractor shall implement sound practices for recycling and disposal in an ecofriendly manner of old equipment and materials to include packaging and shipping supplies.
- B. When requested, the contractor shall submit a detailed sustainability program to the Owner for review that includes documenting and monitoring of the processes. The sustainability program shall encompass a sound waste/recycling management plan that identifies and categorizes the different types of materials, proper storage, removal and disposal or recycling on this project to minimize the environmental impact. In addition, to Environmental Training, Chemical Storage and Spill Containment, the program shall include, but is not limited to, proper containment and disposal of Batteries, Bulbs, Electronics, including data deletion, New & Used Oil, Solvents, Paints, Aerosols, Cathode Ray Tubes, Paper and Plastic.

1.13 GRATUITIES/LOST AND FOUND

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

1.14 LABOR ACTIONS

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



1.15 USE OF PATENTED MATERIALS

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

1.16 GENERAL OBLIGATIONS

- A. Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain, or display any signs, posters, or advertising at the Site of the Work. Interior signs affecting public safety and security shall be in accordance with guidelines established by the Owner and shall be subject to the approval of the Owner.
- B. In order to effectuate the policy of the Owner, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which affect the Contract and the performance thereof, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. The Contractor shall apply for any permits, licenses, or variances in the name of or on behalf of the Owner, where required by law or, by the immediately preceding sentence, shall obtain express written approval from the Governing Authority.
- C. The Contractor shall provide qualified labor or other assistance on behalf of the Owner for work performed by other trades, professionals, inspectors, and Owner personnel when conditions warrant or upon request of the Owner. The Owner shall approve all requests for the Contractor's labor assistance and, when applicable, shall approve requests for additional compensation by the Contractor under "Extra Work" provisions included herein.

1.17 COMMUNICATION

- A. CHECK IN / OUT PROCEDURES: Carefully follow the check-in procedures for the facility. Proper identification badges must be worn always while in any of the buildings. Keys must be signed out and returned daily.
- B. CUSTOMER REPRESENTATIVE: A representative of the Contractor will be available to discuss with the Owner the vertical transportation needs in the areas of modernization, traffic handling ability, recommendations, and requirements of Government Authorities, proper use, and care of the units.

- C. QUARTERLY MEETING WITH Owner: Account Representative shall meet with Owner on a quarterly basis. The meeting should consist of the following agenda items: (1) status of the account, (2) review of the prior month's activities, (3) review of any problem areas, and (4) inspections/testing. Owner shall prepare and distribute minutes for these meetings.
- D. REPORTS: Contractor shall provide at each quarterly meeting, detailed reports of the previous quarter's activities including details by unit of all callbacks, repairs, testing, preventive maintenance along with dates, reason for unit out of service, time taken out of service, task performed (PM, callback, repair, etc.), resolution to any problems, time placed back in service, total time out of service and a listing of all credits to be issued as a result of non-compliance with the requirements of this specification.
- E. DATA COLLECTION: Contractor shall coordinate with VDA representative(s) to provide the necessary application programming interface (API) between VDA's VERIFY or such similar system with Contractor's portal for the routine collection of data to fulfill the requirements under this Contract within ninety (90) days of Contract execution. Should the required data and/or systems change throughout the term of this Contract, the Contractor shall be responsible for making the necessary adjustments to their system(s). The cost of setting up, maintaining, or modifying the system shall be included in the price of this Contract.
 - 1. Should the protocol fail or be disrupted, the Contractor shall be responsible for submitting the data electronically outside of the system in a format acceptable to VDA and/or the Owner.
 - 2. Should VDA and/or the Owner's designee elect to receive data outside of the interface system noted above, the Contractor shall submit the data electronically in a format acceptable to the Owner.
 - 3. During the interface phase outlined above, the Contractor is responsible for submitting the data monthly.
 - 4. All data submitted to VDA and/or the Owner shall be submitted by the tenth (10th) of the following month.

1.18 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADES

- A. Full comprehensive service and repair coverage shall be included under the terms of this Agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading Agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- C. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive Agreement, whether such components are specifically identified or not, without extra cost to the Owner.

1.19 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the Governing Authority or independent inspectors, consultants, and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or parts different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.20 RECORD KEEPING

A complete permanent record of inspections, maintenance, lubrication, and callback service, including a Maintenance Control Program (MCP) shall be kept in the machine room at the site of work, per the requirements of ASME A17.1 and the local AHJ. These records are to be available to Owner at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Record keeping requirements shall include Contractor-assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests, and third-party-assisted examinations. Records shall be kept on site for the life of the equipment. Upon request, a copy of the records shall be provided to the Owner.

- A. In addition to the reports required in 1.17(D) above, Contractor shall provide to the Owner monthly detailed reports of the previous months activities including details by unit of all callbacks, repairs, and testing.

1.21 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building, and they are to become the property of the Owner for each group and/or individual system.

1.22 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the Owner, render a report of inspections, repairs or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed, and supply samples of lubricants, compounds, or other materials employed.
 - 1. Contractor shall prepare and issue all required forms and/or reports relative to examinations, tests and inspections as specified herein.

1.23 INSURANCE COVERAGE

- A. The Contractor shall not begin work under this Contract until it has been agreed to and obtained the following minimum insurance coverage:

1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Contract.
2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carriers who write insurance and do business in the State of FL. Licensed for Surplus is not acceptable.
3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excluded) of any accidents, alterations, or changes affecting the equipment covered by this contract and of any change of Ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operates in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operates in a manner which might cause injury to anyone using said equipment.
4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent, and the Owner of the building from any and all claims under worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner from any claim which may arise out of a result of Contractors operations under this service Contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
 - a. Commercial General Liability Insurance on an Occurrence basis including:
 - 1) Bodily Injury, Property Damage including Personal Injury and death.
 - 2) "Per Project" endorsement.
 - 3) Broad form property damage liability.
 - 4) Blanket Contractual Liability including contractual liability assumed by this contract.
 - 5) Independent Contractors Protective Liability coverage. The minimum limit for Comprehensive Liability insurance coverage shall be:
 - a) Each Occurrence: \$1,000,000
 - General Aggregate: \$2,000,000

including "Per Project"

endorsement Products & Completed

Operations Aggregate: \$1,000,000

b) Excess liability limits of not less than:

Each Occurrence: \$4,000,000

Coverage to follow form of underlying policies.

c) Worker's Compensation Insurance - In accordance with the statutory limits.

d) Employer's Liability Insurance – With a minimum limit of not less than:

Bodily Injury by Accident: \$1,000,000 each accident

Bodily Injury by Disease: \$1,000,000 each employee

Bodily Injury by Disease: \$1,000,000 policy limit

e) Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.

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

➤ Florida State Hospital

➤ Florida Department of Children and Families

C. Certificates of Insurance evidencing such coverage shall be filed with the Owner prior to the commencement of the contract and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.

D. The policies shall contain a provision giving Owner at least a thirty (30)-day prior written notice of any change or cancellation of such insurance, in the event of cancellation of Non-Payment of Premium, in which a ten (10)-day notice will be provided. This notice will be included on the Certificate of Insurance.

E. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A-, size VII," and shall be acceptable insurance carriers subject to the discretion of the Owner.

F. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.

G. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the Owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

1.24 CANCELLATION

A. The Owner shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:

1. Elective upgrading of apparatus awarded to another vendor.
 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant or other qualified professional.
 3. Failure to comply with Governing Authority directives and/or citations.
 4. Cost analysis completed prior to expiration date.
- B. For the purposes of this maintenance Agreement, if the Owner finds fault in the Contractor's performance, the Owner shall notify the Contractor, citing the examples of default, and this communication will be presented via certified mail. The Owner will then allow the Contractor thirty (30) days from the date of receipt of the certified letter for the Contractor to reasonably cure said defaults.
- C. In addition to the rights provided in paragraph "A" hereunder, the Owner shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the Owner.
- D. Cancellation of this Agreement prior to the expiration date shall entitle the Contractor to payment for services rendered up to and including the date of cancellation; and the Owner shall not be responsible for any expenses or subsequent costs that may be incurred by the Contractor as a result of an early cancellation or standard Contract Agreement expiration.

1.25 NOTICES

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

Contractor:

Owner:

_____ (Building Entity, if applicable)
Florida State Hospital

C/O Florida Department of Children and Families / ATTN: Hospital Administrator
100 North Main Street
Chattahoochee, FL 32324

1.26 PAYMENT/TERMS

- A. This service will be furnished from _____ for the period of **FIVE (5)** years. All replacement parts, repairs, adjustments, and associated services, as specified herein, shall be supplied, installed, performed, and conducted at the Contractor's sole cost and expense unless otherwise specified herein.

1. Renewal:

- a. Renewal, if exercised, shall be for up to five (5) years per §287.057(14), F.S., at the rates committed in Exhibit B (Renewal Term), subject to written election by the Owner.
2. The Owner agrees to pay the Contractor on a monthly basis the fees set forth in Exhibit A and Exhibit B, which are fixed and committed at bid submission and shall remain unchanged for the full term of this Agreement.
 - a. Monthly invoices shall indicate the base monthly portions of the Contract amount due under the Agreement for maintenance services and shall include all information required pursuant to subsection (c) below.
 - b. The monthly fee and all proposed pricing are all-inclusive of labor, materials, overhead, profit, and all other costs. The Department is exempt from Florida state sales and use tax pursuant to §212.08(6), F.S. All deductions for social security, withholding taxes, income taxes, and contributions to unemployment compensation funds are the sole responsibility of the Contractor.
 - c. Pursuant to § 287.058(1)(a), F.S., invoices shall be submitted in sufficient detail for a proper preaudit and postaudit. No tax charges shall be itemized or added to any invoice.
 - d. As this is a multi-year agreement, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature, as required by § 287.0582, F.S.
 - e. Extraordinary work and/or other work, as approved in writing by the Owner in advance, shall be invoiced separately upon completion and acceptance of such work at the rates set forth in Exhibit A.

1.27 INVOICING

- A. Invoices for preventive maintenance, callbacks, upgrades, and authorized repairs outside of this Contract shall be submitted through a mutually agreed process with the "Owner or Owner's Representative and the Contractor."
1. Invoices for authorized work shall be itemized to include labor hours and parts.
 2. Invoices shall not exceed the proposal amount without prior written approval.

3. Invoices must be submitted within thirty (30) days of the completion of the work unless prior written authorization is approved by the Owner.
4. Disputed invoices shall be submitted by the Contractor in writing, within forty-five (45) days of the date on the invoice.
5. Disputed invoices shall be resolved within forty-five (45) days of the dispute.
6. Invoices submitted after sixty (60) days from the date of work being completed may be authorized by the Owner as no charge.

1.28 NON-PAYMENT

- A. The Owner may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the Owner will retain the monthly payment to the Contractor until the Consultant verifies that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance is noted, the Owner has the right to immediately cancel the Contract without notice to the Contractor.
- B. The Consultant or Owner may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the Contract. The Owner, after three (3) days written notice and/or email to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of remedy from the maintenance Contract.
 2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
 3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
 4. Damage to the building and/or equipment as a result of work performed or another subcontractor's failure to perform.

1.29 ERRORS AND OMISSIONS

- A. Contractor shall notify the Owner and Consultant in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance Contract specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the Agreement.
 1. Any duplication of work or coverage is specified as a means of demonstrating the Contract requirements, but such duplication, if any, is not intended to expand coverage or increase requirements for such work or services, and such duplication shall not increase costs or provide justification for extra or additional charge to the Owner.

1.30 LABOR LAWS

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

1.31 BACKGROUND CHECKS

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

1.32 ASSIGNMENTS

- A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due them or to become due to them hereunder without the previous written consent of the Owner.
- B. Notwithstanding any provision in this section to the contrary, the Contractor's consent shall not be required for the transfer or assignment of the Contract by the Owner in connection with the sale of the building to a new owner, or to satisfy the terms, conditions, or requirements of the Owner's mortgage or another lender. In the event of the sale of one or more properties, the new owner shall have the right to continue the current contract, including any amendments, on a month-to-month basis for a duration not exceeding six (6) months without written consent by both parties.

1.33 FORCE MAJEURE

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

1.34 CONTRACTOR'S LICENSE

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

1.35 WAIVER

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



1.36 LIMITATION OF LIABILITY

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

1.37 SEVERABILITY AND REFORMATION

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

1.38 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the information is returned to whoever disclosed such information, after the date of termination or expiration of this Agreement.

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTATIVE MAINTENANCE LABOR

- A. At a minimum, the Contractor agrees to furnish a qualified mechanic, trained to provide service for routine preventative maintenance procedures (exclusive of callbacks, repair work, Periodic Test Requirements – Category 1, Category 5, and Periodic Test Requirements) the following specified minimum hours.
- B. The Contractor shall provide scheduled systematic examinations, adjustments, cleaning, and lubrication of all machinery, machinery spaces, hoistways, and pits. The Contractor shall include the minimum PM hours, as outlined below, that is to be dedicated to routine preventive maintenance.

MINIMUM OF: ONE (1) HOUR PER MONTH (HYDRO); TWO (2) HOURS PER MONTH (TRACTION).

1. The mechanic shall report to the designated office upon arrival, sign in, and request a vertical transportation update on the units.
 2. The mechanic shall report to the designated office before exiting the location, sign out, and provide an exit briefing.
- C. Owner shall be credited TWO-TIMES the hourly billable service costs for any hours not provided under this Agreement per month on a per hour cost basis, plus 15% for wear and tear as listed in Exhibit A.
- D. If for any reason the Owner notifies the Contractor that maintenance services are not allowed/required for any said month(s), the Contractor shall not be penalized for not performing their required hours for that period.

2.2 MAINTENANCE OF ELEVATORS, EQUIPMENT COVERAGE

- A. At no additional cost to Owner, Contractor shall provide full comprehensive repair, replacement, adjustment, and related service coverage for all component systems, including spare or replacement parts, unless specifically excluded herein. Failure to provide a particular component, service, or other procedure does not limit Contractor's obligation or liability to provide the necessary work or service.
1. Contractor shall perform complete maintenance of the elevators (lifts) to ensure they may be operated safely in accordance with performance standards and other criteria specified in this Agreement twenty-four (24) hours per day, seven (7) days per week except for scheduled preventative maintenance and safety test procedures approved by Owner.
- B. Contractor shall furnish all materials, labor, supplies, parts, barricades, warning signs, semi-permanent structures, or other apparatus necessary or proper for and incidental to maintenance procedures.
- C. Contractor shall be responsible for clearing and paying for any violations and fines related to the Equipment.
- D. Contractor shall be responsible for keeping the exterior of the machinery and any other parts of the equipment free from rust.
- E. The following list of equipment is provided as a means to establish the full comprehensive intent of this Agreement. Coverage shall include all associated parts, apparatus and procedures whether specifically defined or not and shall include the necessary hoisting, rigging or other procedures required for execution of the repair, replacement, adjustment, and service of equipment covered under this Agreement.
1. Automatic door systems, power-operated door systems, and manual door/gate systems complete:
 - a. Power operator and engagement linkages.
 - b. Car door top track, hangers, and hanger roller assemblies.
 - c. Car doors and gate, eccentrics, stops, bumpers, and related operating mechanisms for multiple-speed or multiple-panel doors and gates.

- d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles, and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or reversing devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch, or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
2. Car frame, platform and car safety devices complete:
- a. Crosshead, stiles, cab steadiers, cab isolation pads, hitch plates, anti-spin devices, tie rods, supports, and related structures.
 - b. Car guides, car rollers, shoes, stands, spindles, gibs, rollers, and tensioning devices.
 - c. Load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.
3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms, and weighted foundations and structures complete:
- a. Geared traction and winding drum units, gearless traction, and related systems complete.
 - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements, and all associated castings, guards, retainers, and hardware.
 - c. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices, and hardware complete.
 - d. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
4. Controls, selectors, solid state power drives, encoding devices, transformers with related wiring, conduit, and circuitry complete:
- a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders, and hardware.
 - b. Circuit boards, transmitters, encoders, transducers, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - c. Filters, fans, blowers, control cabinet air conditioning, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards, and printers.
 - d. Cabinets, frames, isolation pads, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard-wire circuitry.
 - e. Verify operation of firefighters' service monthly and log Emergency evacuation systems annually.

- f. Verify operation of battery lowering and/or battery rescue devices semi-annually and replace batteries when required.
5. Car and counterweight safety systems:
- a. Overspeed governors and electromechanical safety devices, wire ropes/coated steel belts, and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps, and hardware.
 - c. Rope grippers and similar apparatus used for compliance with ASME A17.1 Rule 2.19.
 - d. Coated steel belt testing equipment, if applicable.
6. Hoistway and pit equipment:
- a. Guide rails, fishplates, brackets, inserts, and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes/coated steel belts, chains, and cables with guards used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascia, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, dead-end hitches, rope shackles/wedges, shafts, bearings, bushings, seals, mounting supports, lubrication devices, guards, and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems, safety chains, and all related hardware.
 - g. Counterweight assemblies, guides, rollers, retainers, stands, strike plates, safeties, and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, ladders and platforms, extension devices, mounting hardware, and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs, and guards.
 - j. Hoistway signage.
7. Operating and signal fixtures with electrical wiring:
- a. Car operating panels, push buttons, stop switches, audible signals, engraved signage, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring, and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, ventilation equipment, and signal systems complete, including batteries.

- e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls, and monitors.
 - f. Remote monitoring systems, controls, monitors, printers, and related apparatus.
8. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, battery lowering devices or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, rupture valves, scavenger pump systems, heaters and shut-off valves.
9. Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, shaftway lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Relamp as needed.
10. Component exclusions. The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
- a. Car enclosures (including removable panels, suspended ceilings, lighting fixtures (lamps are included), light diffusers, floor coverings, trim, and car panel doors). Hoistway enclosures, entrance frames, and door panels.
 - b. Below grade hydraulic cylinders and buried piping.
11. Machine room power disconnect switches together with fuses, power wiring located before the means of primary disconnect, power fuses or circuit breakers located in the primary means of disconnect, elevator machine/control room general lighting and ventilation. Cab, pit and shaftway lighting fixtures and wiring (lamps are included). Support structures for machine beams or other apparatus normally provided by others and not subject to preventative maintenance procedures by the Elevator Contractor, machine/control room or other equipment access doors with associated locks, closers, and labeling.

NOTE: Any items not specifically excluded will be covered under this Agreement.

2.3 CLEANING

- A. The Contractor shall, during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust, and debris each year.

2.4 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified, and presentable at all times. Motor windings and controller coils shall be periodically treated with proper insulating compound per OEM recommendations or otherwise as needed. The machine/control room floor will be painted when both parties determine that the floor

is in poor condition. The machine/control room floor shall be painted annually, when required, with a good quality deck enamel.

2.5 INSPECTIONS / TESTS

A. The Contractor shall conduct safety, efficiency, and maintained conditions surveys, inspections, and tests as follows:

1. Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
2. Mandated inspections and testing in accordance with the latest ASME A17.1 standards and inspections and tests as required by the AHJ.
When witnessing is required, the contractor is responsible for coordinating and confirming an inspection date a minimum of thirty (30) days prior to the expiration of the category (CAT) test with the appropriate AHJ and third-party vendors or as outlined by the AHJ.
3. Payment of all relevant fees per the AHJ for the certificate of operation shall be by the Owner.
4. As required, the Contractor shall correct noted deficiencies in addition to preparation and filing of appropriate Affirmation of Correction(s) within the stipulated timeframe as required by the AHJ. Applicable fees associated with this filing shall be covered under the terms of the Agreement.
5. Where required work necessary to resolve deficiencies is not covered under the terms of this Agreement, Contractor shall submit proposals in a timely fashion in an effort to meet applicable correction deadlines within five (5) business days on critical items otherwise, within fourteen (14) business days in an effort to meet applicable correction deadlines. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
6. If applicable, provide independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME A17.1 standards. Contractor shall notify Owner thirty (30) days prior to the scheduled inspection(s) in order to coordinate Fire Emergency Operating Systems and/or Emergency Power System contractor(s). The Owner retains the right to have these tests performed on a not-to-interfere basis at any hour of the day and any day of the week; and the cost for overtime work shall be limited to the premium labor portion for work performed on an overtime basis.
7. Contractor shall conduct tests and maintain records of ASME code-required safety tests, monthly fireman's service tests, telephone/intercom tests, and emergency power tests on site.
8. Contractor shall maintain monthly oil consumption records on site in accordance with the ASME A17.1 Safety Code.

- B. The Contractor shall conduct testing procedures in accordance with ASME A17.1 standards at intervals specified or provided in ASME A17.1, Appendix N, and per local code requirements in place at commencement of Contract, complete and execute all Governing Authority filing procedures including payment of all associated fees or other charges where mandated by local authorities, and forward confirmation of all authority required filings to the Owner within ten (10) working days of the date the test procedure was completed. Any fines incurred for failure to complete required testing, complete testing per mandated schedules, or for filing irregularities will be paid by the Contractor.
1. Annual Electric Traction Elevator Safety Test
 - a. Contractor shall perform an Annual Electric Traction Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Traction Elevators covered by this Contract and as required by the AHJ.
 2. Five-Year Full Load Safety Test
 - a. Contractor shall perform a Five-Year Safety Test conforming to the requirements contained in ASME A17.1 Category 5, Inspection and Test Requirements on all Traction Elevators covered by this contract.
 3. Annual Hydraulic Elevator Safety Test
 - a. Contractor shall perform an Annual Hydraulic Elevator Safety Test conforming to the requirements contained in ASME A17.1 Category 1, Inspection and Test Requirements on all Hydraulic Elevators covered by this Contract, and as required by the AHJ.
- C. The Owner reserves the right to provide the services of a third-party qualified and certified agency for the sole purpose of mandated inspections of the equipment per local code authority requirements. The Contractor shall conform to the third-party agency schedule and provide qualified labor to assist in these inspections (including assistance in gaining access to hoistways, pits and machine rooms) at no additional charge to Owner.
- D. The Contractor shall be responsible for the payment of any fines or retesting fees and all applicable labor should an inspection failure be as a result of any component or system covered under this Maintenance Agreement. Should an inspection failure be the result of both a component or system covered under this Contract and a related building system that is the responsibility of the Owner, the cost of re-inspection shall be proportionally split between the Contractor and Owner.
- E. The Contractor shall be responsible for the payment of all fees for Owner Fire Emergency Operating Systems and/or Emergency Power System contractor(s), including the third-party qualified and certified agency fees, should the Contractor fail to perform the inspection on the scheduled date and/or provide forty-eight (48) hour notice of cancellation.
1. The Contractor shall file for and obtain any abatement necessary should any violation noted by an inspector be found to be cited in error with the applicable code.

2. It shall be the Contractor's responsibility to contact the Owner to establish mutually convenient dates for the performance of the inspections and tests. Where possible, these inspections and tests shall be scheduled so as to coincide with the Contractor's regular maintenance inspections on a "not to interfere" basis.
3. Any deficiencies discovered as a result of the inspections and testing, whether witnessed by an Owner or not, shall be characterized as follows:
 - a. Condition I - "Immediate"
 - b. Condition II - "Priority"
 - c. Condition III - "Routine"
 - 1) Condition I - "Immediate" shall be utilized for life safety or other immediate deficiencies that adversely affect normal, safe operations and mandate removal of the unit from service at the time of testing. Upon the occurrence of the aforementioned, the Contractor shall notify the Owner verbally and provide a written confirmation prior to 10:00 a.m. on the next regular business day. Work required to correct such deficiencies not covered under this Agreement shall be proposed immediately and, upon approval and completion, notification given to the Owner to witness the re-inspection procedure.
 - 2) Condition II - "Priority" shall be utilized for those deficiencies which could become life-threatening or further impair the safe operation of vertical transportation systems. Condition II "Priority" deficiency classifications shall be applied to units and/or conditions that will create critical service interruptions. Required repairs, replacements, and adjustments not covered under this Agreement shall be proposed for corrective actions and re-inspection within forty-eight (48) hours of recording the deficiency. The Owner will approve the extra work proposals and coordinate this mandated work based on the severity of the reported condition and building operations. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
 - 3) Condition III - "Routine" shall be utilized for deficiencies that may be addressed as soon as possible. Such conditions and/or deficiencies shall not be considered as safety infractions or conditions that will otherwise cause unscheduled removal from service of units or create conditions that will hamper regular building operations. The Contractor shall issue itemized proposals for recommended extra work procedures not covered under this Agreement shall within two (2) weeks of recording the deficiency. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
4. When repairs, adjustments or other equipment replacements are instituted over an extended time period, the Contractor shall update reports and ensure outstanding deficiencies are indicated on any new inspection or test procedures that may be undertaken prior to the satisfactory completion of work previously specified.
5. The Owner shall retain the right to witness all re-inspection and/or test procedures as required to expunge the outstanding deficiencies.

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

- A. Provide callback service, which consists of promptly dispatching qualified employees in response to requests from the Owner, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify the Owner as to the reason why and provide supplemental information regarding the restoration of services.
 - 1. Callback service in response to passenger entrapments shall be provided within one-half (½) hour during regular working hours and within one (1) hour during overtime periods.
 - 2. Callback services for out-of-service units shall be provided within one (1) hour during regular working hours and within two (2) hours between 4:30 p.m. and 8:30 a.m. Monday through Friday, except holidays.
 - 3. Calls placed before 3:30 p.m. are not considered overtime. Callback services for non-essential system malfunctions that do not constitute an operational or other safety condition shall be provided during normal working hours of regular working days within four (4) hours of the request for service.

2.7 OWNER'S RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL

- A. In addition to the Contractor's management and supervision of services specified herein, the Owner shall retain the right to monitor the actions of the Contractor and services rendered.
- B. The Owner may employ direct labor for management supervision or indirect outside consultants, inspectors, engineers, or other qualified personnel to monitor the maintenance services provided by the Contractor, with the understanding that such actions do not limit the Contractor's responsibilities for management of services or supervision of personnel. Contractor shall assist with these equipment reviews.
- C. When conditions warrant, in the opinion of the Owner, the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the Owner to evaluate the services rendered, work performed, and equipment conditions.
- D. There shall be no extra charge to the Owner for normal coordination of services, scheduling procedures, reporting requirements, or other service management and supervision mandated under the terms of this Contract to include assistance labor as specified above when assigned personnel are removed from normal duties without replacement by additional personnel for such assistance to the Owner.
- E. In the event the Contractor changes assigned management or supervisory personnel, the Owner shall retain the right to interview and evaluate all new personnel assigned for direct or indirect management and supervision of this Contract work.
- F. In the event the Contractor union affiliated personnel fail to perform their duties satisfactory to the Owner or display an attitude that is not conducive to good relationships or proper servicing of the elevator systems, the Owner may request a position reassignment based on submission of substantial evidence that such Contractor employee is not serving the best interests of the building and/or the

Contractor in performing services specified herein. The Contractor shall honor said request within twenty-four (24) hours of notification and provide labor satisfactory to the Owner.

- G. The Owner reserves the right to purchase related vertical transportation system services, attachments, or other appurtenances not covered under the terms of this Contract from other than the Maintenance Contractor. The Contractor shall cooperate and assist the Owner in coordination of such projects or acts to ensure safe and adequate vertical transportation is provided. When conditions warrant, in the opinion of the Owner, the Contractor shall provide technical assistance to the Owner upon request.

2.8 CONFIDENTIALITY

- A. The Owner may provide information to enable Contractor to render services hereunder, or Contractor may learn information about property or develop such information from Owner. Contractor agrees:
 - 1. To treat, and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information, whether or not identified by Owner as confidential.
 - 2. Not to disclose and such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Owner to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Owner's written approval, except to the extent necessary in connection with performing services or when required by law.
 - 3. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of or reference to the property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

2.9 SECURITY

- A. Contractor and Contractor's personnel shall comply with all security regulations and requirements of Owner and Owner's tenants.
- B. Contractor and Contractor's personnel shall submit to security background checks as required.

2.10 OBSOLESCENCE

- A. For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair, rebuild or refurbish parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier in the same form, fit and/or function. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
 - 1. The exception to the above shall be the full warranty and replacement of any controller drive(s), proprietary or non-proprietary which shall be replaced at no cost to the Owner, if for any reason the drive(s) is no longer manufactured, but can still be obtained or repaired, either through the original manufacturing company or a third-party provider. Should the original manufacturing

- company or a third-party provider offer a replacement drive and deem it an upgrade, the Owner will only pay the difference between the last known replacement cost of the drive and the upgraded replacement drive. The Contractor is responsible for providing the Owner with all supporting pricing documentation. Suppose a drive upgrade requires additional mounting components, wiring or installation. In that case, the Owner will pay according to payment for obsolescence language below.
2. If the drive(s) are no longer manufactured and no longer available through the original manufacturing company or a third-party provider, cannot be repaired, and a comparable upgrade is not available, the drive(s) will then be considered obsolete, and the Owner shall be responsible for 30% of the cost of the drive(s) but shall not be charged any labor costs
- B. In the event of Component Obsolescence as defined in paragraph A above, the condition shall be reported to the Owner with the following information:
1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 2. Procurement and installation time for restoration of system service.
 3. Any local law or Safety Code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests, and approvals).
 4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent, including, but not limited to, durability, reliability, maintainability, longevity, and safety.
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided under Exhibit A shall be used to compute the extraordinary labor charge, if applicable.
 - b. Thirty percent (30%) of the actual material cost deemed obsolete (with no mark-up) will be paid to the contractor by the Owner.
 - c. If the part can be custom-made, in the same form, fit, and function, the Owner will pay up to forty percent (40%) of the cost of that part. The Owner shall not be responsible for labor costs associated with this repair or fabrication.
 - d. At the request of the owner, proper documentation shall be provided from the supplier indicating the part(s) and/or component(s) are obsolete and the actual cost of the new part(s)/component(s) from the supplier.
 - e. At the Owners option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
 2. Subsequent to the Owner authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.

- D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and, such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
1. The maintenance Contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
 2. Should the Contractor reject an obsolescence repair made by others, the Owner may have a qualified third-party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions, or the Owner may terminate the maintenance Contract and award the maintenance work to another contractor at the Owner's sole discretion.

NOTE: No other claim for obsolescence of any kind will be considered by the Customer during the course of this Agreement.

2.11 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals, and testing, shall include but are not limited to:
1. Examination of wire ropes and/or coated steel belts to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all re-shackling procedures per ASME A17.1 and/or ASME A17.6 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 2. Examination, repair, and replacement of all electrical wiring, traveling cables, conduits, connections, and related apparatus extending from the main line power supply switch in the machine/control room or other power supplies in hoistways.
 3. Maintenance of pit, hoistway, and machine/control room lighting to include re-lamping, wiring, and switch controls.
 4. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the Owner.
 5. Testing to identify lost motion between the main motor, shaft, and drive sheave will be conducted on an annual basis and will proceed as follows:
 - a. An original equipment encoder is mounted on the motor shaft. The shaft is coupled to the sheave and drum arrangement at the opposite end. If the output of the existing encoder is monitored and power applied to the rotor while the sheave and drum are held stationary by the brake, lost motion can be identified.
 - b. Dither board (or equivalent): a device giving a visual signal of motor encoder pulses. This device is inserted on the circuitry between the motor and the digital signal processor.
 - c. Apply current to motor shaft in both directions and monitor encoder pulses.
 - d. Zero pulses on the application of torque are expected. This expectation was validated by testing machines that have been repaired. The detection of any encoder signals is taken to indicate relative motion and signal the need for repair.

B. Monthly Firemen's Recall Service

1. Monthly Firemen's Recall Service Tests following the ASME Code A17.1/A17.2 requirements shall be performed monthly and test logs kept current and stored in an accessible location in the elevator machine/control room/space, and per the requirements of the Local AHJ.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.1 PERFORMANCE TIMES, LEVELING, AND CONTRACT SPEED

A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the OEM's design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed thirty (30) footpounds. The following performance schedule shall be adhered to:

1. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 3% of the contract speed on traction equipment and 10% on hydraulic equipment.
2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop, and hold the car with a load of 125% of the rated capacity.
3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within $1/4" \pm$ of the floor level without releveling, regardless of load.
4. Door Operating Times per OEM and industry standards.

Performance Times		Side Opening				Center Opening				Floor Height Variable
Elevator Type	Speed	36"	42"	48"	54"	36"	42"	48"	54"	Add/Subtract when above/below 12'
High Speed Operator										
Gearless	500	9.1	10.5	11.8	12.6	7.6	8.5	9.6	10	0.2
Gearless	700	9.1	10.5	11.8	12.6	7.6	8.5	9.6	10	0.2
Gearless	800	9.1	10.5	11.8	12.6	7.6	8.5	9.6	10	0.2
Gearless	1000	9.1	10.5	11.8	12.6	7.6	8.5	9.6	10	0.2
Gearless	1200	9.1	10.5	11.8	12.6	7.6	8.5	9.6	10	0.2
Medium Speed Operator										
Gearless	500	9.1	10.5	11.8	12.6	7.6	8.5	9.5	10	0.2
Gearless	700	9.1	10.5	11.8	12.6	7.6	8.5	9.5	10	0.2
High Speed Operator										
Geared	200	11.2	12.5	13.8	14.6	9.5	10.5	11.5	12	0.3
Geared	350	10.2	11.6	12.9	13.7	8.7	9.6	10.6	11.1	0.2

Geared	450	9.8	11.3	12.5	13.3	8.3	9.2	10.2	10.7	0.2
Medium Speed Operator										
Geared	200	11.2	12.5	13.8	14.6	9.5	10.5	11.5	12	0.3
Geared	350	10.2	11.6	12.9	13.7	8.7	9.6	10.6	11.1	0.2
Geared	450	9.8	11.2	11.5	13.2	8.3	9.2	10.2	10.7	0.2
Medium Speed Operator										
MRL	200	11.2	12.5	13.8	14.6	9.5	10.5	11.5	12	0.3
MRL	350	10.2	11.6	12.9	13.7	8.7	9.6	10.6	11.1	0.2
MRL	450	9.8	11.2	11.5	13.2	8.3	9.2	10.2	10.7	0.2
Slow Speed Operator										
Hydraulic	100	15.5	17	18.5	19.5	13.5	14.5	15.5	16	0.6
Hydraulic	125	14.5	16	17.5	18.5	12.5	13.5	14.5	15	0.5
Hydraulic	150	13.5	15	16.5	17.5	12	13	14	14.5	0.4

Add 1 second for Heavy doors
Add .5 second for doors 7'-6" to 8'-6"
Performance range is +/- .5 seconds
Note: Performance Time is measured from the Start of door close to 3/4 open next landing
The best practice is not to measure performance using the main landing; Measurements should be taken at typical floor height.
Example: Gearless elevator @ 500 fpm with 42" side-opening door. Performance Range is 10.0 to 11.0 seconds

Traction Elevators with High-Speed Operator (2.5 F.P.S.)								
Minimum Door Time (Sec)								
Doors 7' 0" to 7' 6"	Single Speed Side Opening		Two Speed Side Opening		Single Speed Center Opening		Two Speed Center Opening	
	Open	Close	Open	Close	Open	Close	Open	Close
Door Opening (Inches)								
42"	2.1	3.9	1.9	3.5	1.4	2.4		
48"	2.2	4.1	2	3.8	1.5	2.7	1.5	2.7
54"	2.6	5.1	3.3	5			1.8	3
60"	2.8	6.1	3.9	6			1.9	3.2
Traction Elevators & MRL with Medium-Speed Operator (2.0 F.P.S.)								
Minimum Door Time (Sec)								
Doors 7' 0" to 7' 6"	Single Speed Side Opening		Two Speed Side Opening		Single Speed Center Opening		Two Speed Center Opening	

	Open	Close	Open	Close	Open	Close	Open	Close
Door Opening (Inches)								
32"	2.1	3.2			1.5	2.2		
36"	2.2	3.6	2.2	3.4	1.6	2.3		
42"	2.3	4	2.3	3.6	1.7	2.4		
48"	2.5	4.4	2.4	4.1	1.8	2.7	1.7	2.7
54"	3	5.2	3.4	5.1			1.9	3.5
60"	3.2	6.2	3.8	5.9			2.1	3.6
Hydraulic Elevators with Low-Speed Operator (1.5 F.P.S.)								
Minimum Door Time (Sec)								
Doors 7' 0" to 7' 6"	Side Opening Doors		Two Speed Side Opening Doors		Center Opening Doors		Two Speed Center Opening Doors	
	Open	Close	Open	Close	Open	Close	Open	Close
Door Opening (Inches)								
32"	2.5	3.2			1.8	2.2		
36"	2.8	3.4	2.7	3.4	1.9	2.3		
42"	3.1	4	3.1	3.9	2.1	2.4		
48"	3.5	4.5	3.4	4.5	2.2	2.7	2.4	3.3
54"	3.7	5.1	3.7	5.1			2.5	3.5
60"	4.1	6.2	4.1	6.1			2.6	3.7
See additional notes on the Performance Times tab notes								
Units installed under 2000 code and greater, confirm closing times with door data tag. (2.13.4.2)								
Note: Door Close times vary per weight, height, size & manufacture. When ever possible, check with manufacturer and code requirements.								

3.2 PARTS INVENTORY, WIRING DIAGRAMS AND MATERIALS

- A. The Contractor shall prepare and submit to the Owner, a complete spare parts listing. In order to make replacement and repairs as expeditiously as possible, such spare parts shall be stored in Contractor-supplied cabinets at the job site. Include components for:
1. Door operating systems, self-closing devices.
 2. Door safety systems, including door reversal devices and interlocks.
 3. Controller and selector parts, positioning systems/leveling heads, power drive apparatus/circuit boards, system software/programming.

4. Selector tapes (stationary and/or moving) and related apparatus.
5. Motor and motor generator brushes and hardware.
6. Motor and motor generator bearings.
7. Pump drive "V" belts, strainers, jack head seals.
8. Car and counterweight guides. (Complete assemblies)
9. Standard push buttons, lamps, and related equipment for signal fixtures.
10. Machine seals and packings.

- B. Basic materials, parts, and equipment described above for extra cost maintenance or repair procedures and minor callback service repairs shall be stocked within the confines of the hospital campus in areas designated and assigned by the Owner.
- C. Additional parts or other equipment required for maintenance and repair of the systems may be stored at the Contractor's facilities with the understanding that delivery of same for emergency procedures must be made within four (4) hours to the job site. Other materials and equipment normally not stocked by the Contractor locally must be available within twenty-four (24) hours for delivery to the job site from remote facilities and/or Supplier Contractor's responsible to the Contractor for stocking the materials or equipment. Once materials/part/s are on site (and not considered a major repair requiring two [2] men), the Contractor shall have personnel installing components within 24 hours of receiving the material. For major repairs, requiring a two (2)-man crew, the Contractor must contact the Owner immediately and get authorization for additional time, if needed, but be completed within no more than five (5) business days.
- D. If the requirements for stockage of parts as defined herein are not met on any item, the Contractor shall immediately notify the Owner in writing as to the circumstances and provide a confirmed delivery date for the required materials and equipment.
- E. Spare parts and materials for preventative maintenance on site shall be cataloged and inventoried. Such parts may be used by the Contractor for duties specified herein and replaced at the Contractor's cost when such materials are covered under the terms of this Contract. The Contractor shall provide sufficient parts cabinets.

3.3 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality available. Installation of such materials shall be accomplished in a neat, workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours, proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

3.4 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protection during and after the maintenance procedure.

3.5 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Owner at the property, (iii) conduct any handling of Owner Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Owner name, or enter into any agreement on behalf of Owner in connection herewith (unless expressly pre-authorized in writing by Owner), (v) safeguard the physical security of Owner Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Agreement, will have access to any of Owner Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Owner, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Owner employees for any purpose. The Parties agree that any alteration to any of the Addenda, Riders, or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

3.6 VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to Owner by or on behalf of a governmental authority or its agents having jurisdiction over the building for violation of any law, code, ordinance, rule or regulation pertaining to the maintenance, repair or replacements of the Owner's vertical transportation system and/or its component parts or conditions pertaining thereto, which are the responsibility of the contractor to maintain, repair or replace under the Contract, the contractor agrees to indemnify and hold Owner, its officers, agents, servants and employees harmless from and against Owner, and contractor agrees that it will, at its own cost and expense, answer such process and defend Owner before any administrative tribunal or court having jurisdiction over the matter and shall comply with and pay any judgment, award or fines imposed, and contractor shall timely correct and cure any violation condition and certify correction/cure of such condition(s) to the adjudicating body and/or issuing governmental authority, as may be required, and shall timely prepare and file the necessary certification, affidavit and supporting proof necessary to obtain removal, correction, discharge, or dismissal of the violation on the agent records.

3.7 CHANGES IN SCOPE

- A. The Owner may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this Agreement, an equitable adjustment shall be made, and the Contract modified in writing accordingly. If the Owner and Contractor fail to agree upon the adjustment to be made, the Owner reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Owner removes one or more elevators named in this Contract from service in order to perform work on such elevators that are outside the scope of this Contract, the monthly payments due the Contractor and the minimum maintenance hours required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or Contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, the Owner may negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than 30 consecutive calendar days, the Owner may issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with this Section. The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

In witness whereof, the parties hereto have executed this Agreement on the day and year written below.

CONTRACTOR: _____

SIGNATURE: _____

BY: _____

TITLE: _____

Owner: Florida Department of Children and Families

SIGNATURE: _____

BY: _____

TITLE: _____

DATE: This _____ day of _____ 20_____

WITNESS _____

☒ Appendix A – Performance Guarantee, is attached and made a part of this Agreement.

☒ Exhibit A is attached and made a part of this Agreement.

☒ Exhibit B is attached and made a part of this Agreement.

APPENDIX A

PERFORMANCE METRIC NO. 1 - PERFORMANCE GUARANTEE

- A. Contractor's failure to provide the specified Minimum Hours in "Section 2.1" for routine preventive maintenance monthly shall result in the Contractor providing a refund to the Owner for the unexpended hours at TWO TIMES the "Straight Time Rate Hourly Selling Price" or overtime rate, if appropriate, for Maintenance Mechanics listed in Exhibit A. Preventative maintenance is defined as regular and routine maintenance of equipment to keep them running and prevent any costly unplanned downtime from unexpected equipment failure. Callbacks, category test and inspections are not defined as preventative maintenance.
- B. If the Contractor fails to provide the required Monthly Minimum Hours for dedicated routine preventive maintenance for six (6) months, the "Owner" has the right to immediately cancel the Contract without penalty, prejudice or right to cure in order to pursue any other available remedy.
- C. Entrapments shall be limited to two (2) per unit/per calendar year, the amount of the monthly billing shall be credited in the amount of 50% of the monthly billing cost up to the monthly billing cost of the unit per month. Billing will reset after two (2) full calendar months with no entrapments.
- D. If a unit fails the annual/routine AHJ-mandated inspection due to an item that should have been identified through regular maintenance, the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing cost per item up to the monthly billing cost of the unit. This shall continue each month until the unit passes the inspection/re-inspection.
- E. If three (3) callbacks for the same technical (non-billable) item on a specific unit occurs within thirty (30) consecutive days, the amount of the monthly billing shall be credited in the amount of fifty percent (50%) of the monthly billing cost up to the monthly billing cost of the unit per month.
- F. The Contractor shall be responsible for all AHJ fines levied for not performing tests, inspections, re-inspections, or clearing mandated corrections related to the equipment as specified by the AHJ requirements.
- G. Non-Performance Guarantee payments shall be credited to the next billing cycle(s) or refunded by check at the option of the Owner.
- H. Contractor shall submit a monthly performance guarantee report to the Owner by the 15th of the following month in a format acceptable to the Agent/designee.
- I. Contractor shall provide access to their online data system to review callbacks and maintenance reporting information at no additional charge.
- J. No penalty shall be assessed under A through E if damage is caused by vandalism or any other cause except normal wear and tear.

PERFORMANCE METRIC NO. 2 - REPORTING GUARANTEE

- A. If a Contractor fails to provide quarterly written reports, in a format acceptable to the Owner, within the monthly timeline specified, the monthly billing shall be credited in the amount of fifty percent (50%) of the contract price. If the reporting requirements are missed for two (2) consecutive periods, the Owner has the option to immediately cancel the Contract or to pursue any other available remedy.

PERFORMANCE METRIC NO. 3 - TESTING GUARANTEE

- B. Failure to complete the specified and/or code required annual no-load and/or five-year full-load safety test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance, the monthly billing shall be credited in the amount of 50% of the contract price. The Contractor shall not be penalized for failure to complete the code-required testing in the event the local AHJ inspector does not have the availability. In such occurrence, the contractor must provide written documentation to the Owner proof of the request.
- C. Any tests past due prior to the execution of this agreement are not the responsibility of the Contractor and shall not be penalized.

PERFORMANCE METRIC NO. 4 - FAILURE TO PERFORM

- A. Contractor shall guarantee all work required during the contract period for the duration of the contract. Should the Owner determine during the contract period that any work has been performed improperly or not performed at all, the Contractor shall, after notification by the Owner, correct said discrepancies within fourteen (14) days. Failure to correct the defect in fourteen (14) days shall be construed as default of the contract and the Owner may attach all or a portion of the performance bond (If required) to satisfy the contract requirements by obtaining the work from other sources. The Owner shall be the sole judge of failure to perform. Under no circumstance shall the Contractor be liable for loss, delay, or damage beyond Contractor's reasonable control.
 - 1. Failure for the Contractor to perform work or performed work improperly (lack of tools, parts, knowledge) during the duration of the contract that leaves the Owner without elevator service at a specific facility, the Owner shall have the right without penalty to immediately remove that specific building at any time from this maintenance Contract and obtain services from other sources.

PERFORMANCE METRIC NO. 5 - CONTRACTUAL REQUIREMENT GUARANTEE

- A. The Owner may have the Contractor's work and system performance checked by the Owner or a Consultant to ensure the Contractor is performing in accordance with this Contract. If the Owner or a Consultant determines that the contractual requirements are not being maintained, the Owner may retain the monthly payment to the Contractor until the Owner, or a Consultant verifies that the work performance is back to standard. The Contractor shall pay re-inspection costs incurred by the Owner for a Consultant by deduction from the monthly maintenance fees. If two (2) consecutive inspections by the Owner or a Consultant (two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being maintained, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

EXHIBIT A

SCHEDULE OF COMMITTED HOURLY BILLING RATES — INITIAL TERM & RENEWAL TERM

VDA No. 78906 | Florida State Hospital | Chattahoochee, FL

*All rates set forth in this Exhibit are all-inclusive of labor, overhead, profit, fringe benefits, and all other costs of performance. No additional charges, taxes, surcharges, travel fees, fuel charges, or sundry fees shall be added to any invoice. The Department of Children and Families is exempt from Florida state sales and use tax pursuant to §212.08(6), F.S.; no sales or use tax shall be itemized or billed. All rates are committed at bid submission and shall remain fixed for the full Initial Term and any exercised Renewal Term in accordance with §287.057(14), F.S. **No additional compensation for costs associated with renewal is permitted.***

TABLE 1 — CALLBACK & LABOR BILLING RATES (Invoice Reference)

SECTION A — After-Hours Callback Overtime Premium Rates

SECTION A — AFTER-HOURS CALLBACK OVERTIME PREMIUM RATES								
Per Sec. 1.5, 1.9 & 2.6: The monthly fee (Exhibit B) covers the regular ST labor portion of all callbacks. Owner is separately invoiced ONLY for the overtime PREMIUM portion when callbacks occur outside regular hours. These rates are also used for PM hour credit calculations (Sec. 2.1) and performance penalty credits (Appendix A).								
BILLING THRESHOLDS (Sec. 1.9 & 2.6): Regular hours Mon–Fri 8:00 AM–4:30 PM: fully covered by monthly fee — no additional charge. ▶ Calls placed on or before 1:00 PM not serviced until after 4:30 PM: NOT charged to Owner (Sec. 1.9). ▶ Calls before 3:30 PM: ST rate applies, covered by monthly fee (Sec. 2.6). ▶ OT premium applies 4:30 PM–8:30 AM Mon–Fri and all day weekends & IUEC holidays. ▶ Owner must pre-approve overtime dispatch — if not approved, Owner is not responsible for OT charges (Sec. 1.9). ▶ 1.5× OT applies to after-hours callbacks for components and systems covered under this Agreement. 1.7× OT applies to after-hours callbacks for components not covered under this Agreement (e.g., malicious damage, fire, or causes beyond Contractor's control per Sec. 1.6) — requires prior written Owner approval per Sec. 1.27. For all weekend and holiday work regardless of coverage status, 2.0× DT applies.								
HOW THE OVERTIME PREMIUM IS CALCULATED: Owner pays ONLY the premium above straight time. 1.5× OT: Billable = ST × 0.5 1.7× OT: Billable = ST × 0.7 2.0× DT: Billable = ST × 1.0 PM Hour Credit (Sec. 2.1): Credit = ST × 2.0 + 15% wear & tear per missed hour.								
Personnel Type	INITIAL TERM — Committed Billing Rates September 1, 2026 – August 31, 2031				RENEWAL TERM — Committed Billing Rates September 1, 2031 – August 31, 2036 (if exercised)			
<i>Per manhour</i>	ST Rate 8:00 AM–4:30 PM Mon–Fri	1.5× OT (Covered Comps.) 4:30 PM–8:30 AM Mon–Fri	1.7× OT (Non-Covered) 4:30 PM–8:30 AM Mon–Fri	2.0× DT Weekends & Holidays	ST Rate 8:00 AM–4:30 PM Mon–Fri	1.5× OT (Covered Comps.) 4:30 PM–8:30 AM Mon–Fri	1.7× OT (Non-Covered) 4:30 PM–8:30 AM Mon–Fri	2.0× DT Weekends & Holidays
Maintenance Mechanic <i>Primary technician for all scheduled PM and callback response</i>	\$	\$	\$	\$	\$	\$	\$	\$
Apprentice <i>Assisting technician, as applicable</i>	\$	\$	\$	\$	\$	\$	\$	\$
Foreman / Adjuster	\$	\$	\$	\$	\$	\$	\$	\$



Lead technician or adjuster when required								
Other (Specify): _____	\$	\$	\$	\$	\$	\$	\$	\$

EXAMPLE — After-hours callback (covered component, 1.5× rate): Mechanic ST = \$80/hr. Duration = 2 hrs + 0.5 hr travel. OT premium = \$80 × 0.5 = \$40/hr. Billable = \$40 × 2.5 hrs = \$100.00. Travel capped at 1.0 hr round-trip. No fuel, surcharges, or sundry fees (Sec. 1.5).

SECTION B — Extraordinary & Out-of-Scope Work Rates (Year-by-Year Fixed Rates)

SECTION B — EXTRAORDINARY & OUT-OF-SCOPE WORK RATES

Per Sec. 1.6, 2.10 & 1.27: Full hourly rates (not the premium portion) apply to work outside the scope of this maintenance agreement. Separately invoiced upon completion with Owner written approval. NOT covered by the Exhibit B monthly fee.

APPLIES TO (Sec. 1.6, 2.10, 1.27): ▶ Repairs from malicious damage, fire, or causes beyond Contractor's control (Sec. 1.6) — full rate applies. ▶ Obsolescence extraordinary labor — ONLY for labor time ABOVE standard repair procedures (Sec. 2.10); Owner pays 30% of material cost only. ▶ Owner-directed extra work outside agreement scope — requires prior written Owner approval (Sec. 1.27). ▶ All Section B invoices must be itemized by labor hours and parts, submitted within 30 days of completion (Sec. 1.27).

Personnel Type	INITIAL TERM — Per Fiscal Year September 1, 2026 – August 31, 2031					RENEWAL TERM — Per Fiscal Year September 1, 2031 – August 31, 2036 (if exercised)				
	FY 1 Sept 2026– Aug 2027	FY 2 Sept 2027– Aug 2028	FY 3 Sept 2028– Aug 2029	FY 4 Sept 2029– Aug 2030	FY 5 Sept 2030– Aug 2031	FY 6 Sept 2031– Aug 2032	FY 7 Sept 2032– Aug 2033	FY 8 Sept 2033– Aug 2034	FY 9 Sept 2034– Aug 2035	FY 10 Sept 2035– Aug 2036
Per manhour										
Maintenance Mechanic <i>Standard technician for extra/repair work</i>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Apprentice <i>Assisting technician, as applicable</i>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Modernization Mechanic <i>Specialist for upgrade or modernization work</i>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Team (2-person crew) <i>Two-man crew rate where required (Sec. 3.2)</i>	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Foreman / Adjuster	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Lead for complex extra work or re-inspections										
Other (Specify): _____	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Parts & Materials Replacement/repair parts for all out-of-scope work	Actual cost plus 10 % Single markup rate is fixed and applies for the full Initial Term and any exercised Renewal Term. "Actual cost" means the Provider's verifiable net invoice cost from the supplier, after application of any discounts, rebates, or credits received by the Provider.									

Notes:

- * Section A — ST rates are required for PM credit and premium calculations but are NOT separately billed for callbacks; the ST portion is already covered by the Exhibit B monthly fee. Only the OT premium above ST is billable for after-hours callbacks.
- * Section A — PM hour credit per Sec. 2.1: Owner credited at 2× ST rate + 15% wear & tear per missed hour. Performance penalty credits per Appendix A are also calculated using Section A ST rates.
- * Section B — Full hourly rates apply (not just the premium). All Section B work requires prior written Owner approval and must be invoiced separately with labor hours and parts itemized (Sec. 1.27).
- * Section B — Rates are committed per fiscal year at bid submission and govern the applicable year of the Initial Term and Renewal Term per §287.057(14), F.S. No additional compensation for costs associated with renewal is permitted.
- * Parts & Materials — The markup percentage is fixed and applies to all out-of-scope material costs for the full duration of the Initial Term and any exercised Renewal Term.
- * Travel time capped at 1.0 hour round-trip per callback. No additional travel, fuel, surcharges, or sundry fees permitted (Sec. 1.5).

EXHIBIT B

All rates set forth in this Exhibit are all-inclusive of labor, materials, overhead, profit, and all other costs of performance. No additional charges, taxes, surcharges, travel fees, fuel charges, or sundry fees shall be added to any invoice. The Department of Children and Families is exempt from Florida state sales and use tax pursuant to §212.08(6), F.S.; no sales or use tax shall be itemized or billed. All rates are committed at bid submission and shall remain fixed for the full Initial Term and any exercised Renewal Term in accordance with §287.057(14), F.S. **No additional compensation for costs associated with renewal is permitted.**

CONTRACTOR'S UNIT PRICE SCHEDULE — MONTHLY RATES BY FISCAL YEAR (FY1 – FY5)

VDA No. 78906 | Florida State Hospital, 100 North Main Street, Chattahoochee, FL | Contract Term: September 1, 2026 – August 31, 2031

#	Unit Type	Building / Elevator	Min. Monthly PM Hours	Monthly Rate FY 1 (Sept 2026 – Aug 2027)	Monthly Rate FY 2 (Sept 2027 – Aug 2028)	Monthly Rate FY 3 (Sept 2028 – Aug 2029)	Monthly Rate FY 4 (Sept 2029 – Aug 2030)	Monthly Rate FY 5 (Sept 2030 – Aug 2031)
1	TRAC	1051 / Bldg 1051 – PE1	2	\$	\$	\$	\$	\$
2	TRAC	1052 / Bldg 1052 – PE1	2	\$	\$	\$	\$	\$
3	TRAC	1053 / Bldg 1053 – PE1	2	\$	\$	\$	\$	\$
4	HYDR	1007 / Kitchen – PE1	1	\$	\$	\$	\$	\$
5	HYDR	1012 / CTU – PE1	1	\$	\$	\$	\$	\$
6	HYDR	1012 / CTU – PE2	1	\$	\$	\$	\$	\$
7	HYDR	1015 / CTU – PE1	1	\$	\$	\$	\$	\$
8	HYDR	1015 / CTU – PE2	1	\$	\$	\$	\$	\$
9	HYDR	1028 / Specialty Care – PE1	1	\$	\$	\$	\$	\$
10	HYDR	1028 / Specialty Care – PE2	1	\$	\$	\$	\$	\$
11	HYDR	1028 / Specialty Care – SE3	1	\$	\$	\$	\$	\$
12	HYDR	1029 / DDDP East	1	\$	\$	\$	\$	\$
13	HYDR	1029 / DDDP West	1	\$	\$	\$	\$	\$
14	HYDR	1235 / Pharmacy	1	\$	\$	\$	\$	\$
15	TRAC	1241 / Unit 1	2	\$	\$	\$	\$	\$
16	HYDR	1243 / MSU	1	\$	\$	\$	\$	\$
17	TRAC	1247 / Park Trammel – Passenger / PE1	2	\$	\$	\$	\$	\$

#	Unit Type	Building / Elevator	Min. Monthly PM Hours	Monthly Rate FY 1 (Sept 2026 – Aug 2027)	Monthly Rate FY 2 (Sept 2027 – Aug 2028)	Monthly Rate FY 3 (Sept 2028 – Aug 2029)	Monthly Rate FY 4 (Sept 2029 – Aug 2030)	Monthly Rate FY 5 (Sept 2030 – Aug 2031)
18	TRAC	1247 / Park Trammel – Passenger / PE2	2	\$	\$	\$	\$	\$
19	TRAC	1247 / Park Trammel – Freight / FE3	2	\$	\$	\$	\$	\$
20	HYDR	1249 / Personnel	1	\$	\$	\$	\$	\$
21	TRAC	1260 / Central Rehab	2	\$	\$	\$	\$	\$
22	HYDR	1262 / MRDP	1	\$	\$	\$	\$	\$
23	TRAC	1265 / Unit 27 – PE1	2	\$	\$	\$	\$	\$
24	TRAC	1265 / Unit 27 – PE2	2	\$	\$	\$	\$	\$
25	HYDR	1451 / Forensic Admin	1	\$	\$	\$	\$	\$
TOTALS			35 hrs./mo. (Minimum)	\$	\$	\$	\$	\$
TOTAL ANNUAL COST (Monthly × 12)				\$	\$	\$	\$	\$
5-YEAR GRAND TOTAL — INITIAL TERM (Sum of All Annual Costs, FY1–FY5)								\$

* Monthly rates reflect per-unit charges invoiced monthly. Annual cost = Monthly Rate × 12.

* Minimum PM hours: Hydraulic = 1 hr/month; Traction = 2 hrs/month.

EXHIBIT B (CONTINUED) — POTENTIAL RENEWAL TERM

CONTRACTOR'S UNIT PRICE SCHEDULE — MONTHLY RATES BY RENEWAL YEAR (FY6 – FY10)

VDA No. 78906 | Florida State Hospital, 100 North Main Street, Chattahoochee, FL | Renewal Term: September 1, 2031 – August 31, 2036 (if exercised)

#	Unit Type	Building / Elevator	Min. Monthly PM Hours	Monthly Rate FY 6 (Sept 2031 – Aug 2032)	Monthly Rate FY 7 (Sept 2032 – Aug 2033)	Monthly Rate FY 8 (Sept 2033 – Aug 2034)	Monthly Rate FY 9 (Sept 2034 – Aug 2035)	Monthly Rate FY 10 (Sept 2035 – Aug 2036)
1	TRAC	1051 / Bldg 1051 – PE1	2	\$	\$	\$	\$	\$
2	TRAC	1052 / Bldg 1052 – PE1	2	\$	\$	\$	\$	\$
3	TRAC	1053 / Bldg 1053 – PE1	2	\$	\$	\$	\$	\$
4	HYDR	1007 / Kitchen – PE1	1	\$	\$	\$	\$	\$
5	HYDR	1012 / CTU – PE1	1	\$	\$	\$	\$	\$
6	HYDR	1012 / CTU – PE2	1	\$	\$	\$	\$	\$
7	HYDR	1015 / CTU – PE1	1	\$	\$	\$	\$	\$
8	HYDR	1015 / CTU – PE2	1	\$	\$	\$	\$	\$
9	HYDR	1028 / Specialty Care – PE1	1	\$	\$	\$	\$	\$
10	HYDR	1028 / Specialty Care – PE2	1	\$	\$	\$	\$	\$
11	HYDR	1028 / Specialty Care – SE3	1	\$	\$	\$	\$	\$
12	HYDR	1029 / DDDP East	1	\$	\$	\$	\$	\$
13	HYDR	1029 / DDDP West	1	\$	\$	\$	\$	\$
14	HYDR	1235 / Pharmacy	1	\$	\$	\$	\$	\$
15	TRAC	1241 / Unit 1	2	\$	\$	\$	\$	\$
16	HYDR	1243 / MSU	1	\$	\$	\$	\$	\$
17	TRAC	1247 / Park Trammel – Passenger / PE1	2	\$	\$	\$	\$	\$
18	TRAC	1247 / Park Trammel – Passenger / PE2	2	\$	\$	\$	\$	\$
19	TRAC	1247 / Park Trammel – Freight / FE3	2	\$	\$	\$	\$	\$
20	HYDR	1249 / Personnel	1	\$	\$	\$	\$	\$
21	TRAC	1260 / Central Rehab	2	\$	\$	\$	\$	\$

#	Unit Type	Building / Elevator	Min. Monthly PM Hours	Monthly Rate FY 6 (Sept 2031 – Aug 2032)	Monthly Rate FY 7 (Sept 2032 – Aug 2033)	Monthly Rate FY 8 (Sept 2033 – Aug 2034)	Monthly Rate FY 9 (Sept 2034 – Aug 2035)	Monthly Rate FY 10 (Sept 2035 – Aug 2036)
22	HYDR	1262 / MRDP	1	\$	\$	\$	\$	\$
23	TRAC	1265 / Unit 27 – PE1	2	\$	\$	\$	\$	\$
24	TRAC	1265 / Unit 27 – PE2	2	\$	\$	\$	\$	\$
25	HYDR	1451 / Forensic Admin	1	\$	\$	\$	\$	\$
TOTALS			35 hrs./mo. (Minimum)	\$	\$	\$	\$	\$
TOTAL ANNUAL COST (Monthly × 12)				\$	\$	\$	\$	\$
5-YEAR GRAND TOTAL — POTENTIAL RENEWAL TERM (Sum of All Annual Costs, FY6–FY10)								\$

* Renewal term pricing is contingent upon Owner's written election to renew per Section 1.27 and §287.057(14), F.S.

* Monthly rates reflect per-unit charges invoiced monthly. Annual cost = Monthly Rate × 12.

* Minimum PM hours: Hydraulic = 1 hr/month; Traction = 2 hrs/month.