

Leon County R & D Authority
Elevator Modernization
RFP NO. 22-03

Mowrey Elevator Company of Florida, Inc.

Tony Glover

4518 Lafayette St.

Marianna, Fl. 32446

Phone 850-526-4111

Email tony@mowreyelevator.com

Fax 850-482-2482

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August 22, 2022

APPROACH TO SCOPE OF SERVICE:

Mowrey Elevator will hold a pre-construction meeting with all sub-contractors and owner's representative to discuss all aspects of the project. The goal is to have as much of the subcontractor work completed as possible before the elevator is taken out of service so that as soon as the elevator work is complete an inspection can be done and the elevator put back into service immediately. The modernization manager will closely monitor this project to keep all costs in budget. Mowrey Elevator will be using a controller from Elevator Controls, fixtures from Innovation Industries, pumping unit and cab interior from EMAC. The timeline for this project is estimated at 20 weeks including lead time for equipment manufacture.





August 22, 2022

QUALIFICATIONS:

Mowrey Elevator Company has been in business since 1976. Mowrey has performed installations, service, modernizations and manufacturing during its entire time in business. Mowrey Elevator has over 300 employees and services the southeastern United States including the Carolinas and Virginia. Mowrey Elevator has most recently finished a modernization project with Fulton County Georgia consisting of 19 traction elevators and 8 hydraulic elevators.

WWW.MOWREYELEVATOR.COM





August 22, 2022

EXPERIENCE:

Mowrey Elevator Company has performed well over a hundred modernizations on both hydraulic and traction elevators within the past five years. These modernization projects range in size from a one elevator project to a twenty seven elevator project. They have been performed in government facilities, schools, churches and hotels to name a few. Mowrey takes pride in its quality of work, cleanliness and professionalism on the jobsite.

WWW.MOWREYELEVATOR.COM



August 22, 2022

REFERENCE/CLIENT LIST:

Project: Gemini Building

Contact Person: Danielle Austin

Phone: 850-727-6684

Scope of Work: Control system, wiring, fixtures, doors, door equipment, pump unit and cab interior

Project: Santa Rosa Dunes

Contact Person: Jon Green

Phone: 850-982-6519

Scope of Work: Control system, wiring, fixtures, door equipment and doors

Project: Florida Department of Health

Contact Person: Elizabeth Trammel

Contact Phone: 850-323-6023

Scope of Work: Controller, wiring, fixtures, door equipment and pump unit

Project: Fulton County Government

Contact: Khandi Flowers

Contact Email: khandi.flowers@fultoncountyga.gov

Scope of Work: control systems, wiring, fixtures, door equipment, machines, pump units



ATTACHMENT 1

PROPOSAL FORM

Elevator Modernization
At Innovation Park

Place: Leon County R&D Authority
2051 E. Paul Dirac Drive
Tallahassee, FL 32310

Due Date: August 23, 2022 at 1:00 PM

Proposal of Mowrey Elevator Company of Fl., Inc. hereinafter-called
PROPOSER, a corporation organized and existing under the laws of the State of
Florida, or, a partnership, a company, or an individual doing business as _____
Mowrey Elevator Company of Fl., Inc.

To the Leon County Research and Development Authority, hereinafter referred to as
“Authority”.

The PROPOSER, in compliance with the request for proposals for Elevator
Modernization, having examined the specifications with related documents and the sites of the
proposed work, and being familiar with all of the conditions of the proposed work, including the
availability of materials and labor, hereby proposes to furnish all labor, material and supplies and
at the prices and schedule shown in Attachment 2 - Price and Schedule. These prices are to cover
all expenses incurred in performing the work required under the proposal documents, of which
this proposal is a part. These prices are firm and shall not be subject to adjustment provided this
Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to
be specified in a written “Notice to Proceed” to be issued by the Authority.

PROPOSER agrees to perform all work for which he contracts as described in the
specifications for the prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract
attached within seven (7) days and deliver Insurance Certificates as required.

The undersigned hereby declares that only the persons or firms interested in the proposal
as principal or principals are named herein, and that no other persons or firms than are herein
mentioned have any interest in this Proposal or in the contract to be entered into; that all addenda
issued related to the RFP have been received; that this proposal is made without connection with
any other person, company, or parties likewise submitting a proposal; and that it is in all respects
for and in good faith, without collusion or fraud.

RFP Number 22-03: Elevator Modernization
Leon County Research and Development Authority
Submission Deadline: August 23, 2022 @ 1:00 p.m.

The undersigned proposes to furnish all labor, material and fees required for the project execution at Innovation Park, 2035 East Paul Dirac Drive in Tallahassee, FL in accordance with specifications, for the contract prices specified below.

- No exceptions or clarifications taken.
 See attachment for exceptions/clarifications.

Under no circumstances shall the Proposer submit his own proposal without bidding the project specifications. A Proposer's Value Engineering Alternate is provided for optional equipment proposals and/or implementation methods other than the design specification requirements.

The bid includes Addenda number 1.

COMPANY: Mowrey Elevator Company of FL, Inc. AGENT NAME: Tony Glover

ADDRESS: 4518 Lafayette St


CITY: Marianna STATE: FL ZIP CODE: 32446


TELEPHONE: 850-526-4111 TELEFAX: 850-482-2482

FEDERAL ID#: 59-2240966 AND/OR SOCIAL SECURITY #: _____

Respectfully submitted,

Attest:

By: 
Print Name Vanessa Windsor
Date 8/22/22

By: 
Print Name Tony Glover
Title Modernization Manager

ATTACHMENT 2

PRICE AND SCHEDULE

The PROPOSER, in compliance with the request for proposals for the **ELEVATOR MODERNIZATION**, having examined the scope of work and written specifications, hereby proposes to furnish **ELEVATOR MODERNIZATION** for the following unit prices.

COST AND SCHEDULE FOR BASIC SERVICES

- A. The base lump sum bid for the
1. Atrium Elevator is: \$ 118,500.00
 2. Johnson Bldg. Elevator is: \$ 115,500.00
- B. Proposed Guaranteed Scheduling for Project Implementation:
1. Lead time after contract award and selection item confirmations before start of work: 14 (weeks)
 2. Atrium Elevator out-of-service time: 6 (weeks)
 3. Johnson Bldg. Elevator out-of-service time: 6 (weeks)
 4. Total out-of-service time: 6 (weeks). per elevator
- C. Long-term monthly maintenance price for THREE years after guarantee period:
- \$125 (Atrium Elevator). per month
\$125 (Johnson Elevator). per month

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

PROPOSER agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

Respectfully submitted,

By: 
Signature

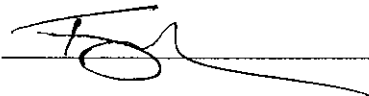
Tony Glover
Print Name

Modernization Manager
Print Title

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Proposer hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:  _____
Title: Modernization Manager
Proposer: Mowrey Elevator Company of FL, Inc.
Address: 4518 Lafayette St, Marianna, FL 32446

ATTACHMENT 5

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

The Authority will not intentionally award Authority contracts to any Proposer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act). The Authority may consider the employment by any Proposer of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Proposer of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Authority.**

Pursuant to section 448.095, Florida Statutes, Respondent agrees that it will enroll and participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”), under the terms provided in the “Memorandum of Understanding” with DHS governing the program, to verify the employment eligibility of all persons it employs under the contract term to perform duties in Florida. Respondent further agrees to provide to the Authority, as part of the contracting documents, documentation of such enrollment in the form of a copy of the “Edit Company Profile” page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.) Information regarding “E-Verify” is available at the following website: <http://www.uscis.gov/e-verify>.

Respondent further agrees that it will require each subcontractor that performs work under this contract to verify the employment eligibility of its employees hired during the term of the contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of the contract or within ninety days of the effective date of the contract between the Respondent and the subcontractor, whichever is later. The Respondent shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Authority and other authorized state officials upon request.

[SIGNATURES ON NEXT PAGE]

RFP Number 22-03: Elevator Modernization
Leon County Research and Development Authority
Submission Deadline: August 23, 2022 @ 1:00 p.m.

RESPONDENT ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS) AND RESPONDENT WILL ENROLL IN THE E-VERIFY PROGRAM AS A CONDITION OF ANY AWARD RESULTING FROM THIS RFP.

Company Name: Mowrey Elevator Company of Fl., Inc.

Signature:  Title: Modernization Manager

STATE OF Florida
COUNTY OF Jackson

Sworn to and subscribed before me this 22nd day of Aug, 2022

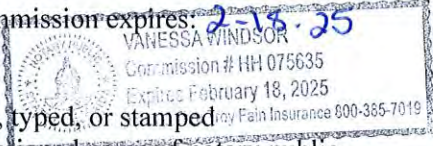
Personally known 

Vanessa Windsor
NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires: 2-18-25

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE AUTHORITY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

ATTACHMENT 7
DRUG FREE WORKPLACE FORM

Drug-Free Work Place: Yes N/A

If **Yes** please complete the form.

The undersigned proposer hereby certifies that Mowrey Elevator Company of FL., Inc.
(Name of Business) does:

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.


Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or novo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

8/22/2022
Date

*This form **must** be completed, signed and returned with your response to fulfill the requirements of this RFP*

**ATTACHMENT 8
 LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a Local Business. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Mowrey Elevator Company of Fl., Inc.	
Current Local Address: 4521 Capital Cir NW, Tallahassee, Fl 32303	Phone: 800-441-4449 Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: 4518 Lafayette St, Marianna, Fl. 32446	Phone: 850-526-4111 Fax: 850-482-2482



 Signature of Authorized Representative

 8/22/2022
 Date

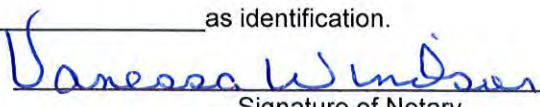
STATE OF Florida
 COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 22nd day of Aug, 2022.


By Tony Glover, of Mowrey Elevator Co of Florida, Inc
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is personally known to me
 (State or place of incorporation)

or has produced _____ as identification.
 (type of identification)



 Signature of Notary



 Print, Type or Stamp Name of Notary

 Title or Rank

 Serial Number, If Any

**Leon County Research and Development Authority (LCRDA) Proposer Registration
Request for Proposals (RFP) Number: 23-03 Elevator Modernization**

Distribution of Solicitation Documents – Documents related to the subject RFP are being distributed via the LCRDA’s website, <http://innovation-park.com/opportunties/>.

Official Registration - Companies must officially register in order to be placed on the proposer registration list for this solicitation. This list is used for communications to prospective companies.

- To register as a proposer, complete the following information in its entirety and email the completed registration form to Stephanie Shoulet at stephanie@talcor.com.
- Potential respondents to the RFP are responsible for reviewing the complete RFP documents and for collecting all addenda prior to submitting their response. Addenda and revisions will not be forwarded automatically. Potential respondents are advised to check the LCRDA’s website periodically and prior to submitting their response.

Name of the Company: Mowrey Elevator of Florida, Inc.		
Company's Mailing Address: 4518 Lafayette St		
City: Marianna	State: FL	Zip Code: 32446
Telephone: 800.441.4449	Fax: 850.526.7203	E-Mail: tony@mowreyelevator.com
Primary Contact Person for the Company: Tony Glover - Modernization Manager		
Contact Person's Mailing Address: 4518 Lafayette St		
City: Marianna	State: FL	Zip Code: 32446
Telephone: 850-693-3738	Fax: 850-526-7203	E-Mail: tony@mowreyelevator.com

Questions & Answers - Questions concerning the RFP, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Stephanie Shoulet. Such written questions and requests shall be: (1) received by Stephanie Shoulet no later than August 16, 2022 at 2:00 p.m. EST; (2) signed by a person authorized to contractually bind such company; and (3) directed to Stephanie Shoulet by the company by e-mail. Answers to such questions will be posted on the LCRDA’s website, <http://innovation-park.com/opportunties/>.

Communication Prohibition - Prospective respondents are cautioned not to contact any officials other than Stephanie Shoulet concerning this RFP.

Contact Information for Stephanie Shoulet –

- E-mail: stephanie@talcor.com

**Submit completed registration form to Stephanie Shoulet via email at
stephanie@talcor.com.**

ATTACHMENT 10
SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 65766	Contractors Hourly Base Cost including Fringe Benefits	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 Rate Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Maintenance Mechanic		250.00	300.00	300.00	N/A
Helper		100.00	150.00	150.00	N/A
Modernization Mechanic		250.00	300.00	300.00	N/A
Team		350.00	400.00	400.00	N/A
Foreman Adjuster /		250.00	300.00	300.00	N/A
Other					

*Hours and Days of the Week that the Rate applies: M-F 4:01pm - 7:59am All Day Saturday and Sunday

**Hours and Days of the Week that the Rate applies: _____

ATTACHMENT 11
PROPOSER'S STATEMENT OF QUALIFICATIONS

1. Date 8/22/2022
2. Firm Name Mowrey Elevator Company of FL., Inc.
3. Address 4518 Lafayette St
Marianna, Fl. 32446

Telephone No.850-526-4111
4. Type of Company (Corporation, Partnership, Sole Proprietorship)
Corporation
5. Type of elevator work in which you specialize (Check one)
 - a. New Installation
 - b. Renovation/Alteration
 - c. Maintenance
6. List all principals/officers with their titles and years of experience with this firm
 - a. Timothy S Mowrey Sr. President 46 years
 - b. Timothy S Mowrey Jr. Vice President 30 Years
 - c. Dan Redmond Vice President 40 Years
7. List trade association memberships
 - d. NAEC
 - e. ASME
 - f.
8. Proposed Project Manager and Superintendent with years of experience
 - a. Project Manager Tony Glover 27 years
 - b. Superintendent Chris Abel 16 Years

9. Recent Projects and References (List information for similar modernization projects started or completed within the last twelve [12] months in the same logistical area. References will be contacted to confirm their experience with your firm.)
- a. (1) Project Gemini Building
 - (2) Owner State of Florida
 - (3) Contact Person Danielle Austin Tele No. 850-727-6684
 - (4) Scope of Work Controller, Wiring Fixtures, Pump Unit, Door Equipment, Cab Interiors
 - (5) Contract Amount \$90,000.00
 - b. (1) Project Parkway East
 - (2) Owner Craig Gibbens
 - (3) Contact Person Craig Gibbens Tele No.
 - (4) Scope of Work Controller, Wiring, Fixtures Door Operator
 - (5) Contract Amount \$40,000.00
10. List a minimum of two (2) additional similar modernization projects completed within the last four (4) years with contact names, telephone numbers, date of completion and other pertinent information in the same logistical area.
- Santa Rosa Dunes Jon Green 850-982-6519
 - Duval County Schools Garfield Rhoden
11. List maintenance service references for similar groups of elevator systems currently serviced by your company under a full comprehensive maintenance program in the same logistical area. Provide building address, contact name and telephone numbers. List number of elevator units in each contract.
- a. Gemini Building 100 W Virginia St., Tallahassee, Fl Beverly Hayes TALCOR 850-224-2300
 - b. 123 S. Calhoun St Tallahassee, Fl. Danielle Austin daustin@tlgmanagement.com
 - c. Adams Street Lofts Sarah Hopscott
 - d. CentrepoinTE II Toni Trimarco 850-509-4341
 - e. Florida Cable Telecommunications Martha Johnson mjohnson@internetandtvfl.com

12. Shop Union affiliation (if any) N/A
Field Union affiliation (if any) N/A

13. a. Number of employees 245
b. Number of maintenance mechanics 100
c. Number of installation mechanics 50
d. Number of maintenance mechanics familiar with these types of elevator:
150 .

PREPARED BY: Tony Glover

TITLE: Modernization Manager
(Duly Authorized Principal Officer)



ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
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- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

2:59:53 PM 1/7/2022

Licensee Information

Name: **MOWREY ELEVATOR COMPANY OF FLORIDA (Primary Name)**
Main Address: **4518 LAFAYETTE ST
MARIANNA Florida 32446**
County: **JACKSON**
License Mailing: **4518 LAFAYETTE ST
MARIANNA FL 32446**
County: **JACKSON**
License Location: **4518 LAFAYETTE ST
MARIANNA FL 32446**
County: **JACKSON**

License Information

License Type: **Registered Elevator Company**
Rank: **Elevator Co.**
License Number: **ELCO38**
Status: **Current**
Licensure Date: **01/01/1901**
Expires: **12/31/2022**

Special Qualifications **Qualification Effective**

Alternate Names

- [View Related License Information](#)
- [View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BUREAU OF ELEVATOR SAFETY
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1013**

850-487-1395

**MOWREY ELEVATOR CO INC
4518 LAFAYETTE ST
MARIANNA FL 32446**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

ELC420 ISSUED: 12/27/2021

**ELEVATOR COMPANY
MOWREY ELEVATOR CO INC
ELEVATOR COMPANY
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE**

IS REGISTERED under the provisions of Ch.399 FS.
Expiration date : DEC 31, 2022 L2112270000004

DETACH HERE

RON DESANTIS, GOVERNOR

JULIE I. BROWN, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY**

LICENSE NUMBER	
ELC420	

The ELEVATOR COMPANY
Named below IS REGISTERED
Under the provisions of Chapter 399 FS.
Expiration date: DEC 31, 2022
**REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE**

**MOWREY ELEVATOR CO INC
3300 SW 50 AVE #2
DAVIE FL 33314**



NON-
TRANSFERABLE



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

Mowrey Elevator Company of Fl., Inc.

(hereinafter called the Contractor) shall furnish services to LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY (hereinafter called the Owner) c/o NAI TALCOR COMMERCIAL REALTY (hereinafter called the (Owner's Representative)) on the following vertical transportation systems and related equipment located at Don Fuqua / Johnson & Morgan Buildings, 2035 E. Paul Dirac Drive, Tallahassee, FL:

Morgan Building Atrium Elevator / 2 Landing Hydraulic Elevator / State ID# 39498

Johnson Building Elevator / 2 Landing Hydraulic Elevator / State ID# 50410

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's Representative 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's Representative 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 O.E.M specifications, Maintenance Control Program, and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. 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 building ownership and the relative responsibilities under this Agreement.
- B. The term Owner's Representative or references of similar import, as used herein, refers to any outside agent hired or retained by the Owner(s) for the purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this Agreement.
- C. 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.
- D. 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's Representative to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. 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.
- F. The term "Consultant," as used herein, refers to VDA, or other consultant designated by Owner.
- G. The term "Agreement," "Contract" or "Contract Documents," as used herein, consists of this specific document, pages 1 to 30; 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
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)
A.H.J.	Authority Having Jurisdiction
G.A.	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. With the exception of only those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, 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.
- C. Maintenance coverage shall include, but is not limited to, preventive services, call-back services, inspection and testing services, repair 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's Representative.
 - 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's Representative 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 (roundtrip) per callback.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by 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's Representative.
- 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.

1. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions at Contractor's expense.

1.7 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of the end of each billing period. In addition, Owner's Representative shall pay any tax imposed upon the Contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services. No additional travel and/or sundries fees will be permitted.
 1. Payment for callback services shall be invoiced on a monthly basis for all call-back services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A" and adjusted on an annual basis in accordance with terms specified herein.
 - a. Contractor is required to verify with authorized caller or an (Owner/Management Representative) if overtime services are approved before dispatching technician(s); if services are not approved, and services are rendered on overtime, Owner is not responsible for additional overtime charges.
 2. Payment for emergency callback services shall be invoiced for all callback services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A" and adjusted on an annual basis in accordance with the terms specified herein.
 3. Exception to the above statement is as follows regarding payment for after-hours work:
 - a. Any calls placed to the Contractor on or before 1:00 p.m. Monday through Friday, with the exception of a Legal Holiday for the International Union of Elevator Constructor's (IUEC), and not answered until after 4:30 p.m. will not be charged to the Owner.
 - b. Calls not answered after hours which result in the elevator being shut down for extended periods of time may result in the Owner withholding monthly payment until such instances are discussed between the two parties.
 - c. Payments for monthly service will be based on compliance with the entire maintenance Agreement herein including the following:
 - 1) Accurate and timely maintenance records must be updated and kept on site in the Code required Maintenance Control Plan (MCP).
 - 2) All site visits, regardless of their nature shall result in the Contractor's employees leaving onsite a time ticket of work performed in such an area designated by the Owner.

1.8 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's Representative 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's Representative. Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.9 TRASH REMOVAL

- A. The Contractor shall arrange to dispose of all liquid and solid refuse produced under this agreement in a lawful, safe, and efficient and anti-pollutant manner subject to the prior approval of the Owner's Representative at no cost to the Owner.
- B. 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 Owners Representative, in suitable garbage and waste receptacles, also approved by the Owners Representative 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.

1.10 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 Owners Representative. The Contractor shall instruct their employees (and shall cause any Subcontractor's to instruct their employees) in the provision of this numbered clause.

1.11 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.

1.12 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.

1.13 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 Owners Representative.
- 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 Owners Representative personnel when conditions warrant or upon request of the Owner. The Owners Representative 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.

1.14 COMMUNICATION

- A. **CUSTOMER REPRESENTATIVE:** A representative of the Contractor will be available to discuss with Owners Representative the elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Government Authorities, proper use, and care of the Units.
- B. **QUARTERLY MEETING WITH Owners Representative:** Account Representative shall meet with Owners Representative 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, and (3) a review

of any problem areas. Owners Representative shall prepare and distribute minutes for these meetings.

- C. REPORTS: Contractor shall provide at each 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 car 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.

1.15 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- 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. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with these specifications shall be fully covered under this Agreement regardless of application, method or cost assignment for the life of the Agreement.
- D. 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.

1.16 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.

1.17 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and callback service, including a Maintenance Control Program (MCP) shall be kept in the machine room or other designated location at the site of work, per the requirements of ASME A17.1 and the local AHJ. These records are to be available to Owners Representative 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 Contract. Upon request, a copy of the records shall be provided to the Owner. The Contractor will interface with and utilize the Owners web-based maintenance software and shall maintain up to date records of all activities related to the elevators. The Owner will provide all necessary system training.

1.18 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. Callback events and preventative maintenance records will be delivered to management on a monthly basis via electronically transmitted, mailed, or via OEM online service no later than the 15th of the following month.

1.19 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the **Owners Representative**, 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.

1.20 PRICE ADJUSTMENT

- A. Labor Contracts and Overtime:
 - 1. It is further understood and agreed that the Contractor shall furnish to the Owner in duplicate, a copy of their current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the Contractor further agrees to furnish any additional information concerning overtime charges to the Owner at any time upon request.
- B. The Contractor shall be entitled to a review of their labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the annual renewal date of this Agreement each year.
- C. Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:

1. Eighty percent (80%) of the current fee shall be used to represent the labor portion of the contract.
 2. Twenty percent (20%) of the current fee shall be used to represent the material portion of the contract.
- D. The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the agreement.
1. The initial base labor cost amount is \$75.00. This represents the cost of the maintenance mechanic's hourly wage with associated cost fringe benefits. (No additional overhead or profit.)
- E. The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics during the month within such adjustment occurs for comparison.
1. Using July 2022 as the base month, the material factor is 328.730
- F. Annual adjustments shall be effective the first day of the new Contract year and shall remain unchanged for the next twelve (12) months.
- G. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than THREE percent (3%) of the total contracted payment for the preceding Contract year.

1.21 INSURANCE COVERAGE

- A. The Contractor shall not commence 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 Owners Representative 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:
- LEON COUNTY RESEARCH & DEVELOPMENT AUTHORITY
 - 2051 E. PAUL DIRAC DRIVE, SUITE 100
 - TALLAHASSEE, FL 32310
- 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 Owners at least 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 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 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.

1.22 CANCELLATION

- A. The Owners Representative 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 Owners Representative 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 Owners Representative .
- 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 Owners Representative 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.

1.23 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:

Miranda Grantham

Mowrey Elevator Company of FL, Inc.

4518 Lafayette St

Marianna, FL 32446

Owners Representative:

NAI TALCOR

C/O STEPHANIE SHOULET

1018 THOMASVILLE ROAD SUITE 200A, TALLAHASSEE FL 32303

stephanie@talcor.com / 850-408-0348

1.24 PAYMENT/TERMS

A. This service will be furnished for the period of three (3) 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. Automatic Renewal:

- a. The Owners Representative shall have the right to renew this Agreement on a year-to-year basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact.
- b. There will be no automatic Renewal unless Owners Representative authorizes in writing or as outlined below to prevent lapse in service coverage.

2. The Owners Representative agrees to pay the Contractor on a monthly basis, the fee of One Hundred Twenty Five Dollars (\$125.00) during the term of this Agreement, subject to price adjustments as specified herein.

- a. Monthly invoices shall indicate the base monthly portions of the Contract amount due under the Agreement for maintenance services.
- b. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
- c. Extraordinary work and/or other work, as approved by the Owners Representative, shall be invoiced separately upon completion and acceptance of the work or other services performed.

3. In order to prevent any lapse in service coverage, this Agreement shall automatically renew on a month-to-month basis upon expiration of the initial Contract period. All terms, conditions and provisions shall remain intact. Either party may provide 30-day written notice to cancel the contract during the month to month period.

1.25 NON-PAYMENT

A. The Owners Representative 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 Owners Representative 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, Owners Representative 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.

1.26 ERRORS AND OMISSIONS

- A. Contractor shall notify the Owners Representative 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 Owners Representative.

1.27 LABOR LAWS

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

1.28 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

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 ATTORNEYS' FEES

- A. In the event litigation be commenced by either party hereto against the other in connection with the enforcement of any provision of this Agreement, the losing party shall pay all court costs and shall pay to the prevailing party all expenses incurred by the prevailing party in litigation, including attorneys' fees in a reasonable amount to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

1.34 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that Owners Representative, 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 Owners Representative, 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.

1.35 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the

Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement of Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.

- B. Both parties have participated in the preparation of this Agreement and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Agreement.

1.36 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.

1.37 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 PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a minimum of ONE (1) hours per month, per unit on site that is to be dedicated to routine preventive maintenance. Owners Representative shall be credited 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
- B. If for any reason the Owners Representative 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

- 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 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, equipment 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. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 - d. Car fans, blowers, and cab ventilation systems.
3. 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 Emergency evacuation systems annually.
 - f. Verify operation of battery lowering and/or battery rescue devices semi-annually and replace batteries when required.
4. 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. Corridor entrance top track and hanger rollers, toe guards, fascia, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - c. 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.
 - d. Pit safety switches, access ladders, light switches, lighting assemblies, bulbs, and guards.
 - e. Hoistway signage.
5. 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.
- 6. 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.
 - 7. Inspect all lighting associated with the vertical transportation systems, including, but not limited to pit lights, equipment room lights, hoistway 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.
 - 8. Component Exclusions:
 - a. The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
 - b. Car enclosures (including removable panels, suspended ceilings, lighting fixtures (lamps are included), light diffusers, floor coverings, entrance thresholds, trim and car panel doors). Hoistway enclosures, entrance frames and door panels.
 - c. Below grade hydraulic cylinders and buried piping.
 - d. 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. 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. Costs for third party inspections and tests shall be included in the total fee.
 3. Payment of all relative certificate of operation fees per the AHJ 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 aforementioned 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.
 - a. Proposals shall indicate the material and labor costs in addition to anticipated time of completion from approval of proposal(s) by Owner.
 6. 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.
 7. 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.
 8. Contractor shall conduct tests and maintain records of ASME code-required safety tests, monthly record of fireman's service operation per A17.1-8.6.1.4.1, telephone/intercom tests, and emergency power tests on site.
 9. Contractor shall maintain monthly oil consumption records on site in accordance with the ASME A17.1 Safety Code and as required by the AHJ hydraulic elevators only.
- B. The Contractor shall conduct testing procedures in accordance with the applicable ASME A17.1 standards at intervals specified or provided in ASME A17.1 , 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 Owners Representative 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 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 may engage 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.
 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 Owners Representative 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 Owners Representative 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 AM 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

Owners Representative will approve the extra work proposals and coordinate this mandated work based on the severity of the reported condition and building operations.

- 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.
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 Owners Representative 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 emergency callback service which consists of promptly dispatching qualified employees in response to requests from the Owners Representative, 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 Owners Representative 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 that have been secured by the Owners Representative shall be provided within one (1) hour during regular working hours.
 3. Callback services for out-of-service units that have been secured by the Owners Representative shall be provided within three (3) hours at all other times not specified above in "1" or "2."
 4. 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.

- C. When conditions warrant, in the opinion of the Owners Representative, the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the Owners Representative 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 insure 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. Contractors 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. If the drive(s) are no longer manufactured and no longer available through the original manufacturing company or a third party provider and cannot be repaired, 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. 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 is custom makeable, in the same form, fit and function, the Owner will pay up to 40% of the cost of that part. The Owner shall not be responsible for labor cost associated with this repair or fabrication.
 - d. At Owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
2. Subsequent to the Owners 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, 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.
 - 2. Maintenance of pit, hoistway, and machine/control room lighting to include re-lamping, wiring, and switch controls.
 - 3. Mandated inspections and relative labor requirements for third party examinations and/or test procedures as approved by the **Owners Representative**.
- B. Monthly Firemen's Recall Service –
- 1. Monthly Firemen's Recall Service Tests following the ASME Code A17.1/A17.2 requirements must 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 original equipment manufacturers (O.E.M.) 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) foot pounds. 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" ± of the floor level without releveling regardless of load.
4. Door Operating Times:

<u>DOOR TYPE</u>	<u>OPENING</u>	<u>CLOSE</u>
36" side opening	1.9 – 2.3 sec.	3.8 – 4.5 sec.
42" side opening	2.2 – 2.6 sec.	4.5 – 5.3 sec.
Door dwell time for hall calls:	4.0 sec with Advance lantern signals	
Door dwell time for hall calls:	5.0 sec without Advance lantern signals	
Door dwell time for car calls:	3.0 seconds	
Reduced non-interference dwell time:	1.0 seconds.	

B. Maintain the following ride quality requirements for the passenger elevators:

1. Vertical accelerations shall not exceed 14 milli-g
 - a. The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s² (1 milli-g) in the range of 0-2 m/s² over a frequency range from 0-80 Hz with ISO 8041 filter weights applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPA (8.7psi).
2. Amplitude of acceleration and deceleration shall not exceed 4.0 ft/sec².
3. A sustained jerk shall not be more than twice the acceleration.
4. The rate of change in the acceleration/deceleration rate shall not be greater than 8.0 ft/sec³.

3.2 PARTS INVENTORY, WIRING DIAGRAMS AND MATERIALS

- A. The Contractor shall prepare and submit to the Owners Representative, 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. Pump drive "V" belts, strainers, jack head seals.
 6. Car guides. (Complete assemblies)
 7. Standard push buttons, lamps, and related equipment for signal fixtures.
 8. 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 building in areas designated and assigned by the Owners Representative.
- 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 2 men) the Contractor shall have personnel installing components within 24 hours of receiving material. For major repairs, requiring a 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 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 **Owners Representative** 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.

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 EQUAL OPPORTUNITY

A. The Contractor shall maintain policies of employment as follows:

1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
2. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state, and local laws.

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

1. The parties hereto agree to voluntarily comply with the basic tenants of the Equal Employment Opportunity Requirements of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Restoration Act of 1964, as amended, applicable state Fair Employment Practices Acts, and any other federal or state laws pertaining to equal employment opportunity, and that they will not discriminate against any employee or applicant for employment on the basis of actual or perceived race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, disability or handicap, sex marital status, familial status, veteran status, sexual orientation, arrest record or any other characteristic protected by applicable federal, state and local laws in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination. In addition, Contractor agrees to indemnify and hold harmless Owner, its parent, affiliates, employees, agents, representatives, and any of its or their officers, directors, employees, agents, successors, or assigns, harmless from all loss, cost or expense, including reasonable attorneys' fees for any violation by Contractor, its employees, agents, representatives, or assigns of the rules and regulations set forth and enforced by the Immigration and Naturalization Services pursuant to the Immigration and Nationality Act,

- as well as the Illegal Immigration Reform and Immigrant Responsibility Act which obligation to indemnify shall survive the expiration or termination of this Agreement.
2. Contractor agrees to maintain comprehensive records of all services performed under this Agreement. These records will be available for inspection by **Owners Representative** at any time during regular business hours and upon forty-eight (48) hours written notice.

3.5 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 protections during and after the maintenance procedure.

3.6 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 Owners Representative at the property, (iii) conduct any handling of Owners Representative 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 Owners Representative name, or enter into any agreement on behalf of Owners Representative in connection herewith (unless expressly pre-authorized in writing by Owners Representative), (v) safeguard the physical security of Owners Representative 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 Owners Representative Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Owners Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Owners Representative 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.

3.7 VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to Owners Representative 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.

3.8 CHANGES IN SCOPE

- A. The Owners Representative 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 Owners Representative and Contractor fail to agree upon the adjustment to be made, the Owners Representative reserves the right to solicit bids from other vendors for the performance of the additional work.

- B. When the Owners Representative removes one or more elevators named in this Contract from service in order to perform work on such elevators that is 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 Owners Representative 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 Owners Representative 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 Mowrey Elevator Company of FL., Inc.

BY Tony Glover

TITLE Modernization Manager

Owners Representative _____

BY _____

TITLE _____

DATE: This _____ day of _____ 20 _____

WITNESS _____

Exhibit "A" attached and made a part of this Agreement.

Exhibit "B" attached and made a part of this Agreement.

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

VDA No. 65766	Contractors Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*1.5 or 1.7 Hourly Selling Price (Specify)	**Double Time Rate Hourly Selling Price
Maintenance Mechanic			\$250.00	\$300.00	1.5 \$300.00	
Repair Mechanic			\$250.00	\$300.00	\$300.00	
Modernization Mechanic			\$250.00	\$300.00	\$300.00	
Helper			\$100.00	\$150.00	\$150.00	
Foreman/Adjuster			\$250.00	\$300.00	\$300.00	
Other						

*Hours and Days of the Week that the Rate applies: M-F 4:01pm - 7:59am All Day Saturday and Sunday

**Hours and Days of the Week that the Rate applies: _____

EXHIBIT "B"

CONTRACTOR'S SCHEDULE OF UNIT PRICES

TYPE OF UNIT	BUILDING ELEVATOR (DESIGNATION)	(1) MONTHLY MAINTENANCE CHARGE EACH	(2) NUMBER OF UNITS	TOTAL MONTHLY PRICE (1) x (2)	TOTAL ANNUAL PRICE (1) x (2) x 12 MONTHS
HYD	ATRIUM ELEV.	\$125.00	1	\$125.00	\$1,500.00
HYD	JOHNSON ELEV	\$125.00	1	\$125.00	\$1,500.00
TOTAL MONTHLY PRICE FOR (2) UNITS				\$250.00	
TOTAL FIRST YEAR ANNUAL PRICE FOR (2) UNITS					\$ 3,000.00