 CENTRAL BUCKS SCHOOL DISTRICT	INVITATION FOR BID 25-002 ELEVATOR AND PLATFORM LIFT MAINTENANCE SERVICES ISSUED: 9/3/24 CLOSES: 9/24/24	Central Bucks School District 20 Welden Drive Doylestown, PA 18901
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BID DUE DATE: SEPTEMBER 24, 2024 at 10:00AM EST SHARP

BID SECURITY REQUIREMENTS: NONE

THE FOLLOWING DOCUMENTS/ITEMS MUST BE PROVIDED AS PART OF YOUR QUOTATION. FAILURE TO PROVIDE ANY OF THESE DOCUMENTS MAY DISQUALIFY YOUR QUOTATION.

- A. “FORM OF PROPOSAL” (THIS PAGE)
- B. NON COLLUSION AFFIDAVIT (PAGES 6 & 7)
- C. THE FOLLOWING PAGES MUST BE COMPLETED AND RETURNED FOR YOUR BID TO BE CONSIDERED COMPLETE
 PAGES 15, 17, 18, 32, 33, 34, & 35

CERTIFICATION OF SIGNATURE

THIS IS TO CERTIFY THAT THE PERSON SIGNING AND/OR SUBMITTING THE ATTACHED BID REQUEST TO CENTRAL BUCKS SCHOOL DISTRICT FOR:

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER _____

SIGNATURE (written in ink) _____

SIGNATURE (typewritten) _____

IS AN OWNER _____ OFFICER _____ AGENT _____

TITLE: _____



CENTRAL BUCKS
SCHOOL DISTRICT

INVITATION FOR BID # 25-002

ELEVATOR AND PLATFORM LIFT MAINTENANCE SERVICES

ISSUED: 9/3/24
CLOSES: 9/24/24

Central Bucks School
District
20 Weldon Drive
Doylestown, PA 18901

CENTRAL BUCKS SCHOOL DISTRICT

INFORMATION FOR BIDDERS

1. Bids/proposals for the furnishing and delivery of items or services as set forth in the enclosed specifications will be received at the following address:

**CENTRAL BUCKS SCHOOL DISTRICT
ADMINISTRATIVE SERVICES CENTER
20 WELDEN DRIVE
DOYLESTOWN, PA 18901
ATTN: PURCHASING DEPARTMENT**
2. Bidders will submit the "Form of Proposal" with all required documents in a sealed envelope clearly marked with the **Elevator and Platform Lift Maintenance Services – Bid # 25-002**. If bids are sent by UPS, Federal Express, etc. this information **MUST** also appear on the **OUTSIDE ENVELOPE**.
3. All bids/proposal correspondence, pricing, etc., must be typewritten or handwritten in ink.
4. Bids/proposals will remain in effect for a period of not less than ninety (90) days from the date of the opening. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof.
5. The Board of School Directors of the Central Bucks School District (referenced throughout these instructions as "the District") reserves the right to waive any formalities or irregularities, and also reserves the right to reject any and all bids/proposals, to divide a bid/proposal in the best interest of the District, to eliminate, reduce or increase items and/or quantities and to exercise judgment as to the comparative merits of the products or services offered.
6. No rights shall accrue to any person submitting a bid/proposal until such bid/proposal has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.
7. The successful bidder shall not assign, transfer, or sublet the ensuing contract, or any portion thereof, to others without written consent of the District. Any intention or desire to assign, transfer, or sublet must be stated in the bid/proposal as supplementary information, along with particulars as to the arrangement contemplated.
8. All bids/proposals must comply with all laws of the Commonwealth of Pennsylvania. These laws include, but are not limited to, those relating to equal employment opportunities in contracts and certification of U.S. manufactured steel in certain products, and Act 34 and act 151 background check of personnel and Federal Criminal History Act 114 where applicable as well as Act 126 Evidence of Child Abuse Training.
9. Applicable laws and regulations shall be considered a part of these instructions and specifications, and any ensuing contract.
10. Successful bidders must comply with the "Right to Know Laws" and supply the District with, as part of any product(s) or service(s) provided, MATERIAL SAFETY DATA SHEETS, where applicable. The District will not be responsible for payment of invoices unless the successful bidder complies with this request.

INFORMATION FOR BIDDERS (Continued)

11. **DISCRIMINATION PROHIBITED** – According to Section 755, Public School Code of Pennsylvania, 1949, as amended, the successful bidder agrees:
 1. That in the hiring of employees for the performance of work under this contract, or any subcontract hereunder, no contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
 2. No contractor, subcontractor, nor any person acting on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under his/her contract on account of color, race, creed, or gender.
 3. That there be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person has been discriminated against, or intimidated, in violation of the provisions of this contract.
 4. This contract may be cancelled or terminated by the District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
12. **HUMAN RELATION ACT** – The provisions of the Pennsylvania Human Relation Act 222 of October 27, 1955 (P.L. 744 (43 P.S., Section 951, et. seq.) of the Commonwealth of Pennsylvania Human Relation Contract Compliance, 16 PA. Code Chapter 49, that prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with provisions of the Act, as amended, that is part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
13. Without comprising the rights stipulated in these instructions, the District encourages bidders' suggestions which will achieve reduced costs or improved value, and encourages alternate bids/proposals which, in the bidder's judgment, afford the District the opportunity to achieve such objectives.
14. The bidder agrees, if awarded a contract, to furnish and deliver the specified item(s)/service(s) at such time, at such places, and in such quantities as specified, and that item(s)/service(s) shall be subject to the inspection and/or approval of the District. In the event that any item(s)/service(s) are rejected as unsuitable/unacceptable or not in conformity with the specifications, item(s)/service(s) of proper/acceptable quality, as set forth in the specifications, shall be furnished in the place thereof at the expense of the successful bidder.
15. The Central Bucks School District provides a smoke-free environment for its students, staff, and general public. NO SMOKING is permitted in any building or on the grounds of any District building.
16. In the event the successful bidder neglects or refuses to furnish and deliver the item(s)/service(s) or any part thereof as provided in the specifications, or to replace any which are rejected as stated in the preceding paragraph, the District is authorized and empowered to purchase such item(s)/service(s) from other sources in such quantities and in such a manner as it shall select, at the expense of the successful bidder, or to cancel the successful bidder's contract, reserving to itself never-the-less, all rights for any damages which may be incurred by the District.
17. All bids/proposals shall be itemized, priced, totaled and summarized per the format as stipulated or provided with these instructions. Such format will be adhered to strictly or the bid/proposal will be rejected.
18. Changes, alterations, or interlineations in any preprinted or formatted bid/proposal will not be accepted. Any clarifications, comments or elaborations may be submitted as an attachment (supplement) to the bid/proposal and must be identified clearly as to the content and intent.

INFORMATION FOR BIDDERS (Continued)

19. Changes, alterations, or interlineations in any preprinted or formatted bid/proposal will not be accepted. Any clarifications, comments or elaborations may be submitted as an attachment (supplement) to the bid/proposal and must be identified clearly as to the content and intent.
20. Various materials and products may be specified by brand, trade name or description to establish a standard of quality and cost for bid purposes. It is not the intent to limit the bidder, the bid, or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words “or District approved equal”, they shall be subject to equals only as approved by the owner, engineer and/or architect. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications. **Complete specifications, manufacturer’s catalogs, etc. must be provided for any product offered as an “alternate.” Failure to provide this information will result in no consideration being given to the “alternate” offered.**
21. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.
22. In the event of any discrepancy between unit prices and extension, the unit price will govern.
23. All bids/proposals must be firm prices, unless otherwise specifically provided in the bid request. Pricing which is not firm, involves any escalation, subsequent adjustment, adder, or other contingency, will be rejected as non-responsive.
24. The prices in your bid/proposal shall be NET prices and must include ALL shipping, handling and delivery cost. The District reserves the right to refuse any delivery where the shipping charges are not prepaid by the bidder, unless otherwise stipulated in the bid instructions.
25. SALES AND USE TAXES /FEDERAL EXCISE TAXES – If the item subject of this bid is subject to State Sales Tax / Federal Excise Tax, the District will provide evidence of tax-exempt status.
26. Under the provisions of Act 138 of 1994, Central Bucks School District will issue payment within the prescribed time established by the Act. Payment will be made upon receipt of all goods/services being received and complete unless as otherwise stated by contract documents or other mutually agreed terms. In the event of a dispute arising over the quality or quantity of goods/services received, payment may be suspended pending resolution of the dispute.
27. Any changes, alterations or additions to this information will be detailed in the specifications that are part of this bid.
28. Invoices shall be submitted in duplicate and mailed to the following address:

**CENTRAL BUCKS SCHOOL DISTRICT
ADMINISTRATIVE SERVICES CENTER
20 WELDEN DRIVE
DOYLESTOWN, PA 18901
ATTN: ACCOUNTS PAYABLE**

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. The Non-Collusion Affidavit is material to any contract award pursuant to this bid. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies shall require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by joint venture, each party of the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complimentary Bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submission for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in the disqualification of your bid

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 25-002

State of _____: S.S. _____

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers.

I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

1. The prices(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor the approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid higher than this bid or to submit an intentionally high or non-competitive bid or other form of "Complimentary" bid.
4. The bid of my firm is made in good faith and not pursuant of any agreement or discussion with, or inducement from, any firm or person to submit a "Complimentary" or other non-competitive bid.
5. _____, its affiliates,
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding any public contract., except as follows: (state below)

NON-COLLUSION AFFIDAVIT (Continued)

I state that

_____ understands

(Name of Firm)

And acknowledges that the above representations are material and important, and will be relied on by Central Bucks School District in awarding the contract for which this bid is submitted.

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Central Bucks School District of the true facts relating to the submission of bids for this contract.

SIGNED _____

(Name)

TYPED _____

(Name)

POSITION _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF


_____, 20____

(Month)

SEAL

(Notary Public)

My commission expires _____

 CENTRAL BUCKS <small>SCHOOL DISTRICT</small>	<p align="center">INVITATION FOR BID # 25-002</p> <p align="center">ELEVATOR AND PLATFORM LIFT MAINTENANCE SERVICES</p> <p align="center">ISSUED: 9/3/24 CLOSES: 9/24/24</p>	<p align="center">Central Bucks School District 20 Weldon Drive Doylestown, PA 18901</p>
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Maintenance of Conveying Equipment

The Contractor shall furnish services to Central Bucks School District (hereinafter called the Central Bucks School District) c/o Kevin Spencer hereinafter called the "Owner's Representative" on the following vertical transportation systems and related equipment located at Central Bucks School District, Doylestown, PA:

ELEVATOR EQUIPMENT	PLATFORM LIFTS
<ol style="list-style-type: none"> Administration Building, PE1 Groveland Elementary, PE1 Cold Springs Elementary, PE1 Mill Creek Elementary, PE1 Butler Elementary, PE1 Linden Elementary, PE1 Bridge Valley Elementary, PE1 Jamison Elementary, PE1 Tohickon Middle School, PE1 and PE2 Holicong Middle School, PE1 and PE2 Central Bucks East High School, PE2 and PE3 Central Bucks West High School, PE1 and PE3 Central Bucks South High School, PE1 and PE2 	<ol style="list-style-type: none"> Central Bucks East High School, 004 Central Bucks South High School, 003 and 004 Lenape Middle School, 001 Butler Elementary School, 002 Mill Creek Elementary School, 002 Groveland Elementary School, 002 Bridge Valley Elementary School

PART 1 - GENERAL CONDITIONS

AGREEMENT INTENT

- A. CBSD states and defines the terms and conditions under which the Contractor shall provide 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 CBSD 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 any agreement with the Professionals' Seal and Stamp.

DEFINITIONS OF TERMS

- A. The term "Owner's Representative" 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 "Agreement," "Contract" or "Contract Documents," as used herein, 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.

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

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.

HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working days of the elevator trade, 7:00 A.M. to 3:30 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 performed during regular working hours of the regular working days of the elevator trade, 7:00 A.M. to 3:30 P.M.
- C. Travel time for all billable callback services shall be capped at 1.0 hours (roundtrip) per callback.

SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Qualified 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" OR "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 incidentals 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 caused by Contractor's improper repair, negligent or willful acts or omissions at Contractor's expense.

SERVICE/REPAIR TIMEFRAME

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

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 for regular rate callback and premium rate callback shall be included as an allowance in the base contract amount. The annual contract allowance amount will be based on the number of hours established by the district in the contract multiplied by the hourly rate provided by the contractor. If work is required on the elevators outside of the regular preventative maintenance services covered under this contract, the contractor shall submit a proposal for an allowance reduction that outlines the number of labor hours and parts needed for the repair work. If services are identified during a regular preventative maintenance service and approved by the Owner, Owner shall receive a proposal for the work, and after authorizing the work will reduce the labor and parts allowance according to the approved proposal amount. Base labor hours and parts allowance for callback services for each year of the contract shall include:
 - a. 200 hours of regular time per calendar year of the contract.
 - b. 50 hours of premium time call back service hours per calendar year of the contract.
 - c. \$15,000.00 per year parts allowance for any parts needed to properly perform any repair required on the elevator equipment. Contractor's maximum markup is capped at 15% over the cost of the parts or materials.

All work for callback services for work outside the regular preventative maintenance scope of work must be approved in advance of the work by the "Owner" OR "Owner's Representative".

2. 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 Constructors (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) Monthly maintenance records must be updated and kept on site in the Code required Monthly PM Check Chart.
 - 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.

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.

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 "Owner's Representative", in suitable garbage and waste receptacles, also approved by the "Owner's 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.

GRATUITIES/LOST AND FOUND

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

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.

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.

GENERAL OBLIGATIONS

- A. Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain, or display any signs, posters, or advertising at the Site of the Work. Interior signs affecting public safety and security shall be in accordance with guidelines established by the Owner and shall be subject to the approval of the "Owner's 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 "Owner's Representative" personnel when conditions warrant or upon request of the Owner. The "Owner's 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.

COMMUNICATION

- A. **CUSTOMER REPRESENTATIVE:** A representative of the Contractor will be available to discuss with "Owner's 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. **BI-ANNUAL MEETING WITH "OWNER'S REPRESENTATIVE":** Account Representative shall meet with "Owner's Representative" on a bi-annual basis. The meeting should consist of the following agenda items: (1) status of the account, (2) review of the prior months' activities, (3) review of any problem areas and, (4) occupancy level review. "Owner's Representative" shall prepare and distribute minutes for these meetings.
- C. **REPORTS:** Contractor shall provide at each bi-annual meeting, detailed reports of the previous months 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.

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. 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.

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.

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 "Owner's 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.

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.

REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of this Contract, upon written request of the "Owner's 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.

PRICE ADJUSTMENT

A. Labor Contracts and Overtime:

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 labor and any on site adjustments and repairs that can be made without ordering parts. current fee shall be used to represent the labor portion of the contract.
 2. Twenty percent (20%) of the larger repairs that require parts ordered shall be accomplished under the callback labor allowance and parts allowance. 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 \$ _____. 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 _____ 20 _____ as the base month, the material factor is _____.
- 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 5% percent (%) of the total contracted payment for the preceding Contract year.

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 PA. Licensed for Surplus is not acceptable.
3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excluded) of any accidents, alterations, or changes affecting the equipment covered by this contract and of any change of Ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operates in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operates in a manner which might cause injury to anyone using said equipment.
4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent, and the Owner of the building from any and all claims under worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the "Owner's 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:

• Each Occurrence:	\$1,000,000
• General Aggregate:	\$2,000,000
• including "Per project" endorsement Products	
• & Completed Operations Aggregate:	\$1,000,000
• Excess liability limits of not less than:	
• Each Occurrence:	\$4,000,000
• Coverage to follow form of underlying policies.	
• Worker's Compensation Insurance - In accordance with the statutory limits.	
• 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
- 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:

- Central Bucks School District
- _____ (company name)

- 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.

CANCELLATION

- A. The "Owner's 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 "Owner's 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 "Owner's 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 "Owner's 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.

NOTICES

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

Contractor:

"Owner's Representative":

(Building Entity, If Applicable)

Central Bucks School District

20 Weldon Drive

Doylestown, Pennsylvania 18901

PAYMENT/TERMS

- A. This service will be furnished from _____ **(TO BE ENTERED BY THE CLIENT)** 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:
- The "Owner's 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.
 - There will be no automatic Renewal unless "Owner's Representative" authorizes in writing or as outlined below to prevent lapse in service coverage.
2. The "Owner's Representative" agrees to pay the Contractor on a monthly basis, the fee of _____ Dollars (\$ _____) **[TO BE ENTERED BY THE CONTRACTOR]** during the term of this Agreement, subject to price adjustments as specified herein.

- Monthly invoices shall indicate the base monthly portions of the Contract amount due under the Agreement for maintenance services.
 - 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.
 - Extraordinary work and/or other work, as approved by the "Owner's 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.

NON-PAYMENT

- A. The "Owner's 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 "Owner's 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, "Owner's 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.

ERRORS AND OMISSIONS

- A. Contractor shall notify the "Owner's 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 "Owner's Representative."

LABOR LAWS

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

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

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.

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.

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.

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.

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.

LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that "Owner's 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 "Owner's 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.

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.

SEVERABILITY AND REFORMATION

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.

SURVIVABILITY

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

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} hour per month per unit that is to be dedicated to routine preventive maintenance on the hydraulic elevators. For the platform lifts, 1 hour every 3 months per unit is to be dedicated to routine preventive maintenance.
- B. If for any reason the "Owner's 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.

1. Automatic door systems, power operated door systems and manual door/gate systems complete
 - Power operator and engagement linkages
 - Car door top track, hangers, and hanger roller assemblies.
 - Car doors and gate, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors and gates.
 - Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - Electrical safety switches and activation mechanisms, door protective and/or reversing devices, and power door operators.
 - 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
 - Crosshead, stiles, cab steadiers, cab isolation pads, hitch plates, anti-spin devices, tie rods, supports and related structures.
 - Car guides, car rollers, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - Load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 - Car fans, blowers, and cab ventilation systems.
3. Controls, selectors, solid state power drives, encoding devices, transformers with related wiring, conduit, and circuitry complete
 - Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders, and hardware.
 - Circuit boards, transmitters, encoders, transducers, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - Filters, fans, blowers, control cabinet air conditioning, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards, and printers.
 - Cabinets, frames, isolation pads, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
 - Verify operation of firefighters' service monthly and Emergency evacuation systems annually.
 - Verify operation of battery lowering and/or battery rescue devices semi-annually and replace batteries when required.
4. Hoistway and pit equipment
 - Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - Corridor entrance top track and hanger rollers, toe guards, fascia, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - 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.
 - Car buffers, stands, strikes, blocking, ladders and platforms, extension devices, mounting hardware, and appurtenances.
 - Pit safety switches, access ladders, light switches, lighting assemblies, bulbs, and guards.
 - Hoistway signage.

5. Operating and signal fixtures with electrical wiring
 - Car operating panels, push buttons, stop switches, audible signals, engraved signage, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring, and traveling cables complete.
 - Emergency lighting systems, emergency communication devices, ventilation equipment, and signal systems complete including batteries.
 - Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
 - 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, shaftway lights, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Relamp as needed.
8. Component Exclusions:
 - The following vertical transportation system components are excluded for normal wear and tear repairs or replacements:
 - 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.
 - Below grade hydraulic cylinders and buried piping.
 - 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.

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.

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, with a good quality deck enamel.

INSPECTIONS/ TESTS

- A. The Contractor shall conduct safety, efficiency and maintained conditions surveys, inspections and tests as follows:
1. Semi-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. Inspections and tests shall be included in the total fee.
 3. Payment of all relative 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.
 - 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, fireman's service tests, 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 "Owner's 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. Three Year Hydraulic Safety Test
 - Contractor shall perform a Three -Year 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.

- 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.
1. The Contractor shall file for and obtain any abatement necessary should any violation noted by an inspector be found to be cited in error with the applicable code.
 2. It shall be the Contractor's responsibility to contact the "Owner's 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 "Owner's Representative" or not, shall be characterized as follows:
 - Condition I - "immediate"
 - Condition II - "Priority"
 - Condition III - "Routine"
 - a. 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.
 - b. Condition II - "Priority" shall be utilized for those deficiencies which could become life threatening or further impair the safe operation of vertical transportation systems. Condition II "Priority" deficiency classifications shall be applied to units and/or conditions that will create critical service interruptions. Required repairs, replacements and adjustments not covered under this Agreement shall be proposed for corrective actions and re-inspection within forty-eight (48) hours of recording the deficiency. The "Owner's Representative" will approve the extra work proposals and coordinate this mandated work based on the severity of the reported condition and building operations.
 - c. 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 "Owner's Representative" shall retain the right to witness all re-inspection and/or test procedures as required to expunge the outstanding deficiencies.

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 "Owner's 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 "Owner's 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 (1) hour during regular working hours and within two (2) hours during overtime periods.
- 2. 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.

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 "Owner's Representative", the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the "Owner's 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.

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.

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.

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.
- 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.

- Contractual hourly rate schedule as provided under Exhibit "A" shall be used to compute the extraordinary labor charge if applicable.
 - 30% of the actual material cost deemed obsolete (with no mark-up) will be paid to the contractor by the Owner.
 - 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.
 - 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.

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 "Owner's 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

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 manufacturer's (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) footpounds. The following performance schedule shall be adhered to:

1. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed on traction equipment and 10% on hydraulic equipment.
2. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within 1/4" ± of the floor level without releveling regardless of load.
3. Door Operating Times per OEM and industry standards

PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common callback service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware. Contractor shall provide the Owner an inventory of the part inventory within 90 days of signing this contract. Parts cabinets shall be provided by the Contractor.
- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the "Owner's Representative" per the Maintenance Agreement.

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.

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 "Owner's Representative" at any time during regular business hours and upon forty-eight (48) hours written notice.

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.

REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the

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

VIOLATIONS

- A. In the event that a summons or notification of violation or other process is issued to "Owner's 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.

CHANGES IN SCOPE

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

When the "Owner's 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 "Owner's 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 "Owner's 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: _____

SIGNATURE: _____

BY: _____ TITLE: _____

"OWNER'S REPRESENTATIVE": c/o Central Bucks School District _____

SIGNATURE: _____

BY: _____ TITLE: _____

DATE: This _____ day of _____ 20____

WITNESS _____

☐ Appendix attached and made a part of this Agreement.

☐ Rider attached and made a part of this Agreement.

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

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

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
Hydraulic Elevator	Administration Building, PE1		1		
Hydraulic Elevator	Groveland Elementary, PE1		1		
Hydraulic Elevator	Cold Springs Elementary, PE1		1		
Hydraulic Elevator	Mill Creek Elementary, PE1		1		
Hydraulic Elevator	Butler Elementary, PE1		1		
Hydraulic Elevator	Linden Elementary, PE1		1		
Hydraulic Elevator	Bridge Valley Elementary, PE1		1		
Hydraulic Elevator	Jamison Elementary, PE1		1		
Hydraulic Elevator	Tohickon Middle School, PE1 and PE2		2		
Hydraulic Elevator	Holicong Middle School, PE1 and PE2		2		
Hydraulic Elevator	Central Bucks East High School, PE2 and PE3		2		

Hydraulic Elevator	Central Bucks West High School, PE1 and PE3		2		
Hydraulic Elevator	Central Bucks South High School, PE1 and PE2		2		
Platform Lift	Central Bucks East High School, 004		1		
Platform Lift	Central Bucks South High School, 003 and 004		2		
Platform Lift	Lenape Middle School, 001		1		
Platform Lift	Butler Elementary School, 002		1		
Platform Lift	Mill Creek Elementary School, 002		1		
Platform Lift	Groveland Elementary School, 002		1		
Platform Lift	Bridge Valley Elementary School		1		
TOTAL MONTHLY PRICE FOR TWENTY-SIX (26) UNITS				\$	
Allowance	Regular Shift Callback \$/hour		200		
Allowance	Premium Shift Callback \$/hour		50		
Allowance	Parts & Materials		1	\$15,000.00	\$15,000.00
TOTAL ANNUAL CONTRACT ALLOWANCE (ADD REGULAR HOURLY, PREMIUM HOURLY & PARTS ALLOWANCE)				\$	
TOTAL FIRST YEAR ANNUAL PRICE FOR TWENTY_SIX (26) UNITS (TOTAL ANNUAL PRICE FOR 26 UNITS + ALLOWANCES)					\$

EXHIBIT "A"

SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

	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						
Repair Mechanic						
Modernization Mechanic						
Helper						
Foreman/Adjuster						
Other						

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

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