

EXHIBIT B

ELEVATOR MAINTENANCE AGREEMENT

This Elevator Maintenance Agreement (the "Agreement"), between **THE SUMMIT OWNERS' ASSOCIATION, INC.** hereinafter called "Owner" and **Cavinder Elevator Company, Inc.** hereinafter called "Contractor" shall pertain to the elevator equipment at the following property location:

ELEVATOR EQUIPMENT PROPERTY LOCATION	
THE SUMMIT 8743 THOMAS DRIVE PANAMA CITY, FL 32408	
ELEVATOR EQUIPMENT DESCRIPTION (AS OF 4/7/2021-4/8/2021)	
<u>CURRENT</u> TRACTION ELEVATOR PRODUCT FOR CAR #1 (WEST PASSENGER)	
Manufacturer	OEM = NO DATA TAG – Model = NO DATA TAG Original Installer = NATIONAL (ON ORG. MACHINE) Modernized Year 2004 CONTROLLER OEM = OTIS – Model = E311-GEM MP AC OTIS SERIAL # = 30590436 OTIS SALES # = D04662 FL State Elevator # 35526
Equipment Age	37 Years Old on Original Components - 1984 Original Year MFG (APPROX.) 17 Years Old on Modernized Components - 2004 Modernized YR. MFG 20-25 Years of Useful Life - Depending on Maintenance Control Program, Usage, Abuse, Misuse, Quality of Equipment, Improved Technology, Environmental Conditions, & Component Obsolescence
Quality of Equipment	Original Retained Components = Good Original Modernized Components = One of the Top 5 Elevator MFG. Controllers & Top Tier Independent Elevator Part MFG Components
Building Type	Residential/Condominium/Resort
Usage	SUN-SAT – 24/7 Access = High Usage
Environment	Has Open-Air Lobbies @ Floors *1-15 = Salty – Humid – Condensation - Hot/Cool – Exposed to Outdoor Environmental Factors Has HVAC Controlled Elevator Machine Room
Improved Technology	2004 Modernized – Modernized Components 17 Years Old – Geared Machines Were Retained – SEE ALTERATION ON CONTROLLER FOR MORE DETAIL **2021-2022 Full Elevator Modernization Including Non-Proprietary Controllers/Gearless Machines, Wiring & Varies NEMA 4X Components
Operation	Simplex - 1 Riser Egress Level = *1 Egress Hall Call Station Fixture Finish = SS#4 Egress Hall Call Fixture Mounting = Flush

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	Hall Call Station Fixture Finish = SS#4 Hall Call Fixture Mounting = Flush Hall PI's = OBSERVED - Floor(s) = ALL Hall PI Finish = SS#4 Hall PI Mounting = Surface - Horizontal Hoistway Access = NOT OBSERVED COP = MAIN ONLY – APPLIED Car PI = Digital – In COP Car Lantern = Single - Digital – COP SIDE, IN CAR ENTRANCE JAMB Car Lantern Visible From Hall Fixture = YES – VERIFY
Speed	350 fpm (Rated) Car 1 = 350 fpm UP In Car TACH – 354 fpm DOWN In Car TACH 4/8/21 201 HOLLISTER WHITNEY GOVERNOR ASSEMBLY – 3/8" ROPE – 16"
Capacity	2,500 lbs.
Stops	15 - *1-15
Front Openings	15 - *1-15
Rear Openings	N/A
Door Application	Auto, Linear, SSCO, 42" x 84" HW Door Equipment: Standard/Non-Integral Header/Track Standard/Non-Integral Door/Hanger Closers = Spirator/Reel HW Eccentrics = YES Door Unlocking Device = OTIS Door Restrictor = Vanes Observed Car Door Finish = SS#4 Car Door Frames = SS#4 HW Doors = SS CORE/SS#4 FINISH HW Door Frames = PAINTED – RECOMMEND CLADDING WITH SS 316 AS PART OF SCOPE **2021-2022 Full Elevator Modernization HW Door Sills = CAN NOT CONFIRM ALL CONDITIONS
Machine Type	Traction – Geared – 63 OH – CONTRACT # = A-57667-2 – 1:1 APPLICATION – (4) 5/8" HOIST ROPES FOOT MOUNT AC MOTOR – 25 HP – 1,200 RPM - 380 V – 39 FLA CONTRACT SPECIFIC RATINGS = 23 HP – 1,142 RPM – 36 FLA 2 COMPENSATION CHAINS – NO SWAYLESS DEVICES
Machine Room Location	Overhead/On Top of Roof
Controller Location	Same as Machine Room Location
Safety Governor Location	Overhead – Same as Machine/Controller Location Current = 16" (Verify) - Non-Remote Setting Rope Size = 3/8" Gov. Model = 201

	Car Safeties = Under Car
Travel	Approx. 112' FCC LOCATED *1 REMOTE @ SECURITY EMERGENCY CONTROL RM
Power Supply	208 V – 3 Phase Mainline – 208 V Controller Input - VERIFY Elevator Power Transformer Present = NONE OBSERVED The present building power supply voltage shall be retained, and new equipment shall be arranged for this power supply Contractor to Verify/Confirm Earth Ground Present = VERIFY Emergency Power (EP) Generator = OBSERVED EP Location = *1 LEVEL FIRE PUMP ROOM Elevators Automatically Run-On EP = VERIFY SEQUENCING/ SIMULTANEOUSLY/CONSECUTIVELY EP MFG. = MARATHON ELECTRIC EP MODEL = MAGNAPLUS EP SERIAL # = MT-0046623 EP DATE = 5/2017 KW = 125 KVA = 156
	ATS Located = *1 LEVEL FIRE PUMP ROOM ATS Make = KOHLER ATS Serial # = K12348 ATS Appears to be Capable of Pre-Signaling = YES - VERIFY ATS Contact Info. = NOT OBSERVED
Fire Alarm (FA)	Phase 1&2 Present = YES Fire Alarm Devices in Each Elevator Lobby = YES Fire Alarm Device in Machine Room = YES Fire Alarm Device Top of HW = VERIFY SPRINKLERS = NOT OBSERVED - VERIFY Heat Devices = NOT OBSERVED Fire Alarm (FA) Location = *1 REMOTE @ SECURITY EMERGENCY CONTROL RM FA Age = NO DATA TAG - NOT ORIGINAL - VERIFY FA Make = HONEYWELL FA Model = E3 SERIES FA Appears to be Programable = YES - VERIFY FA Contact Info. = THE HILLER COMPANIES – 850-659-7555 Machine Room Fire Alarm Modules = OBSERVED
Supplied Data Verification	The Supplied Data/Information/Observations/Comments Compiled 4/7/2021-4/8/2021 & Provided in this Chart are for Proactive Planning & Informational Purposes Only. Contractor to Verify & Responsible for All Data Accuracy & Shall Perform All Due Diligence Necessary to Meet the Intent of the Maintenance Agreement During Interim, Warranty & Post-Maintenance Periods of the 2021-2022 Elevator Modernization. Contractor Agrees that the Equipment Description will Change as Per the Maintenance Periods Mentioned Above, and Changes will be Covered Under the Terms & Conditions of this Maintenance Agreement.

ELEVATOR EQUIPMENT DESCRIPTION (AS OF 4/7/2021-4/8/2021)	
<u>CURRENT TRACTION ELEVATOR PRODUCT FOR CARS #2-3</u> (MIDDLE WEST/EAST Passengers)	
Manufacturer	OEM = NO DATA TAG – Model = NO DATA TAG Original Installer = ALABAMA ELEV. INC. (DATA ON ORG. MACHINE) Modernized Year 2004 CONTROLLER OEM = OTIS – Model = E311-GEM MP AC OTIS SERIAL # = 32430440 OTIS SALES # = D04663-4 FL State Elevator # 35525 (CAR 2) - 35527 (CAR 3)
Equipment Age	37 Years Old on Original Components - 1984 Original Year MFG (APPROX.) 17 Years Old on Modernized Components - 2004 Modernized YR. MFG 20-25 Years of Useful Life - Depending on Maintenance Control Program, Usage, Abuse, Misuse, Quality of Equipment, Improved Technology, Environmental Conditions, & Component Obsolescence
Quality of Equipment	Original Retained Components = Good Original Modernized Components = One of the Top 5 Elevator MFG. Controllers & Top Tier Independent Elevator Part MFG Components
Building Type	Residential/Condominium/Resort
Usage	SUN-SAT – 24/7 Access = High Usage
Environment	Has Closed in Elevator Lobbies @ Floor 16 Has Open-Air Lobbies @ Floors *1-15 = Salty – Humid – Condensation - Hot/Cool – Exposed to Outdoor Environmental Factors Has HVAC Controlled Elevator Machine Room
Improved Technology	2004 Modernized – Modernized Components 17 Years Old – Geared Machines Were Retained – SEE ALTERATION ON CONTROLLER FOR MORE DETAIL CAR 3 = MAGNETEK QUATTRO AC DRIVE APPROX. 2018 **2021-2022 Full Elevator Modernization Including Non-Proprietary Controllers/Gearless Machines, Wiring & Varies NEMA 4X Components
Operation	Duplex - 1 Riser(s) – Side X Side Application Egress Level = *1 Egress Hall Call Station Fixture Finish = SS#4 Egress Hall Call Fixture Mounting = Flush Hall Call Station Fixture Finish = SS#4 Hall Call Fixture Mounting = Flush Hall PI's = OBSERVED - Floor(s) = ALL Hall PI Finish = SS#4 Hall PI Mounting = Surface - Horizontal Hoistway Access = NOT OBSERVED COP = MAIN ONLY – APPLIED Car PI = Digital – In COP & TRANSOM Car Lantern = Single - Digital – COP SIDE, IN CAR ENTRANCE JAMB

	Car Lantern Visible From Hall Fixture = YES – VERIFY
Speed	350 fpm (Rated) Car 2 = 351 fpm UP In Car TACH – 352 fpm DOWN In Car TACH 4/8/21 Car 3 = 346 fpm UP In Car TACH – 347 fpm DOWN In Car TACH 4/8/21 201 HOLLISTER WHITNEY GOVERNOR ASSEMBLY – 3/8" ROPE – 16"
Capacity	3,500 lbs.
Stops	16 - *1-16
Front Openings	16 - *1-16
Rear Openings	N/A
Door Application	Auto, Linear, SSCO, 42" x 84" HW Door Equipment: Standard/Non-Integral Header/Track Standard/Non-Integral Door/Hanger Closers = Spirator/Reel HW Eccentrics = YES Door Unlocking Device = OTIS Door Restrictor = Vanes Observed
	Car Door Finish = SS#4 Car Door Frames = SS#4 HW Doors = SS CORE/SS#4 FINISH HW Door Frames = PAINTED – RECOMMEND CLADDING WITH SS 316 AS PART OF SCOPE **2021-2022 Full Elevator Modernization HW Door Sills = CAN NOT CONFIRM ALL CONDITIONS
Machine Type	Traction – Geared – 63 OH – CONTRACT # = A-62956-1-2 – 1:1 APPLICATION – (5) 5/8" HOIST ROPES FOOT MOUNT AC MOTOR – 40 HP – 1,200 RPM - 380 V – 56.5 FLA CONTRACT SPECIFIC RATINGS = 32 HP – 1,142 RPM – 47 FLA 2 COMPENSATION WHISPERFLEX – NO SWAYLESS DEVICES
Machine Room Location	Overhead/On Top of Roof
Controller Location	Same as Machine Room Location
Safety Governor Location	Overhead – Same as Machine/Controller Location Current = 16" (Verify) - Non-Remote Setting Rope Size = 3/8" Gov. Model = 201 Car Safeties = Under Car
Travel	Approx. 120' FCC LOCATED *1 REMOTE @ SECURITY EMERGENCY CONTROL RM
Power Supply	208 V – 3 Phase Mainline – 208 V Controller Input - VERIFY Elevator Power Transformer Present = NONE OBSERVED The present building power supply voltage shall be retained, and new equipment shall be arranged for this power supply Contractor to Verify/Confirm Earth Ground Present = VERIFY Emergency Power (EP) Generator = OBSERVED

	<p>EP Location = *1 LEVEL FIRE PUMP ROOM Elevators Automatically Run-On EP = VERIFY SEQUENCING/ SIMULTANEOUSLY/CONSECUTIVELY EP MFG. = MARATHON ELECTRIC EP MODEL = MAGNAPLUS EP SERIAL # = MT-0046623 EP DATE = 5/2017 KW = 125 KVA = 156</p> <p>ATS Located = *1 LEVEL FIRE PUMP ROOM ATS Make = KOHLER ATS Serial # = K12348 ATS Appears to be Capable of Pre-Signaling = YES - VERIFY ATS Contact Info. = NOT OBSERVED</p>
Fire Alarm (FA)	<p>Phase 1&2 Present = YES</p> <p>Fire Alarm Devices in Each Elevator Lobby = YES Fire Alarm Device in Machine Room = YES Fire Alarm Device Top of HW = VERIFY SPRINKLERS = NOT OBSERVED - VERIFY Heat Devices = NOT OBSERVED</p> <p>Fire Alarm (FA) Location = *1 REMOTE @ SECURITY EMERGENCY CONTROL RM FA Age = NO DATA TAG - NOT ORIGINAL - VERIFY FA Make = HONEYWELL FA Model = E3 SERIES FA Appears to be Programable = YES - VERIFY FA Contact Info. = THE HILLER COMPANIES – 850-659-7555</p> <p>Machine Room Fire Alarm Modules = OBSERVED</p>
Supplied Data Verification	<p>The Supplied Data/Information/Observations/Comments Compiled 4/7/2021-4/8/2021 & Provided in this Chart are for Proactive Planning & Informational Purposes Only. Contractor to Verify & Responsible for All Data Accuracy & Shall Perform All Due Diligence Necessary to Meet the Intent of the Maintenance Agreement During Interim, Warranty & Post Maintenance Periods of the 2021-2022 Elevator Modernization. Contractor Agrees that the Equipment Description will Change as Per the Maintenance Periods Mentioned Above, and Changes will be Covered Under the Terms & Conditions of this Maintenance Agreement.</p>

ELEVATOR EQUIPMENT DESCRIPTION (AS OF 4/7/2021-4/8/2021)	
<u>CURRENT</u> TRACTION ELEVATOR PRODUCT FOR CAR #4 (EAST PASSENGER)	
Manufacturer	OEM = NO DATA TAG – Model = NO DATA TAG Original Installer = ALABAMA ELEV. INC. (DATA ON ORG. MACHINE) Modernized Year 2004 CONTROLLER OEM = OTIS – Model = E311-GEM MP AC OTIS SERIAL # = 30600436 OTIS SALES # = D04665 FL State Elevator # 35528
Equipment Age	37 Years Old on Original Components - 1984 Original Year MFG (APPROX.) 17 Years Old on Modernized Components - 2004 Modernized YR. MFG 20-25 Years of Useful Life - Depending on Maintenance Control Program, Usage, Abuse, Misuse, Quality of Equipment, Improved Technology, Environmental Conditions, & Component Obsolescence
Quality of Equipment	Original Retained Components = Good Original Modernized Components = One of the Top 5 Elevator MFG. Controllers & Top Tier Independent Elevator Part MFG Components
Building Type	Residential/Condominium/Resort
Usage	SUN-SAT – 24/7 Access = High Usage
Environment	Has Open-Air Lobbies @ Floors *1-15 = Salty – Humid – Condensation - Hot/Cool – Exposed to Outdoor Environmental Factors Has HVAC Controlled Elevator Machine Room
Improved Technology	2004 Modernized – Modernized Components 17 Years Old – Geared Machines Were Retained – SEE ALTERATION ON CONTROLLER FOR MORE DETAIL **2021-2022 Full Elevator Modernization Including Non-Proprietary Controllers/Gearless Machines, Wiring & Varies NEMA 4X Components
Operation	Simplex - 1 Riser Egress Level = *1 Egress Hall Call Station Fixture Finish = SS#4 Egress Hall Call Fixture Mounting = Flush Hall Call Station Fixture Finish = SS#4 Hall Call Fixture Mounting = Flush Hall PI's = OBSERVED - Floor(s) = ALL Hall PI Finish = SS#4 Hall PI Mounting = Surface - Horizontal Hoistway Access = NOT OBSERVED COP = MAIN ONLY – APPLIED Car PI = Digital – In COP Car Lantern = Single - Digital – COP SIDE, IN CAR ENTRANCE JAMB

	Car Lantern Visible From Hall Fixture = YES – VERIFY
Speed	350 fpm (Rated) Car 4 = 351 fpm UP In Car TACH – 349 fpm DOWN In Car TACH 4/8/21 201 HOLLISTER WHITNEY GOVERNOR ASSEMBLY – 3/8" ROPE – 16"
Capacity	2,500 lbs.
Stops	15 - *1-15
Front Openings	15 - *1-15
Rear Openings	N/A
Door Application	Auto, Linear, SSSO, 42" x 84" HW Door Equipment: Standard/Non-Integral Header/Track Standard/Non-Integral Door/Hanger Closers = Spirator/Reel HW Eccentrics = YES Door Unlocking Device = OTIS Door Restrictor = Vanes Observed Car Door Finish = SS#4 Car Door Frames = SS#4 HW Doors = SS CORE/SS#4 FINISH HW Door Frames = PAINTED & SS – RECOMMEND CLADDING WITH SS 316 AS PART OF SCOPE **2021-2022 Full Elevator Modernization HW Door Sills = CAN NOT CONFIRM ALL CONDITIONS
Machine Type	Traction – Geared – 63 OH – CONTRACT # = A-62956-3 – 1:1 APPLICATION – (4) 5/8" HOIST ROPES FOOT MOUNT AC MOTOR – 25 HP – 1,200 RPM - 380 V – 39 FLA CONTRACT SPECIFIC RATINGS = NONE OBSERVED 2 COMPENSATION WHISPERFLEX – NO SWAYLESS DEVICES
Machine Room Location	Overhead/On Top of Roof
Controller Location	Same as Machine Room Location
Safety Governor Location	Overhead – Same as Machine/Controller Location Current = 16" (Verify) - Non-Remote Setting Rope Size = 3/8" Gov. Model = 201 Car Safeties = Under Car
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Power Supply	208 V – 3 Phase Mainline – 208 V Controller Input - VERIFY Elevator Power Transformer Present = NONE OBSERVED The present building power supply voltage shall be retained, and new equipment shall be arranged for this power supply Contractor-to-Verify/Confirm Earth Ground Present = VERIFY Emergency Power (EP) Generator = OBSERVED EP Location = *1 LEVEL FIRE PUMP ROOM Elevators Automatically Run-On EP = VERIFY SEQUENCING/



	<p>SIMULTANEOUSLY/CONSECUTIVELY EP MFG. = MARATHON ELECTRIC EP MODEL = MAGNAPLUS EP SERIAL # = MT-0046623 EP DATE = 5/2017 KW = 125 KVA = 156</p> <p>ATS Located = *1 LEVEL FIRE PUMP ROOM ATS Make = KOHLER ATS Serial # = K12348 ATS Appears to be Capable of Pre-Signaling = YES - VERIFY ATS Contact Info. = NOT OBSERVED</p>
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	<p>Fire Alarm (FA) Location = *1 REMOTE @ SECURITY EMERGENCY CONTROL RM FA Age = NO DATA TAG - NOT ORIGINAL - VERIFY FA Make = HONEYWELL FA Model = E3 SERIES FA Appears to be Programable = YES - VERIFY FA Contact Info. = THE HILLER COMPANIES – 850-659-7555</p> <p>Machine Room Fire Alarm Modules = OBSERVED</p>
Supplied Data Verification	<p>The Supplied Data/Information/Observations/Comments Compiled 4/7/2021-4/8/2021 & Provided in this Chart are for Proactive Planning & Informational Purposes Only. Contractor to Verify & Responsible for All Data Accuracy & Shall Perform All Due Diligence Necessary to Meet the Intent of the Maintenance Agreement During Interim, Warranty & Post Maintenance Periods of the 2021-2022 Elevator Modernization. Contractor Agrees that the Equipment Description will Change as Per the Maintenance Periods Mentioned Above, and Changes will be Covered Under the Terms & Conditions of this Maintenance Agreement.</p>

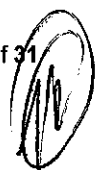
This Agreement is supported by adequate consideration and the parties to this Agreement recite, acknowledge, and agree as follows:

1.01 AGREEMENT INTENT

- A. This Agreement defines the terms and conditions under which the Contractor shall provide a Maintenance Control Program (MCP), Repair and Callback Services to enable the equipment outlined above to have the most beneficial usage, realize safe operations, meet operational performance, reduce downtime, increase operational satisfaction and maximize the life cycle of the equipment. The Owner relies on the professional expertise of the Contractor to achieve the intent of this Agreement.
- B. The Contractor shall create a written Maintenance Control Program (MCP) as defined by the latest adopted ASME A17.1 Code Section 8.6. A written Maintenance Control Program (MCP) is required for each unit and shall always be viewable on-site by elevator personnel. A general "one size fits all" approach will not be considered acceptable under this Agreement. The Contractor is responsible for the means and methods, engineering, sequences, techniques, procedures, any associated safety precautions or programs, as well as any incidental or temporary devices required to meet the intent of this Agreement. Additionally, the MCP is a living document, where conditions change, Maintenance Procedures, or examinations, or tests have been revised, the Contractor shall update and revise the MCP to reflect such changes.
- C. Furthermore, the intent is for the Contractor to utilize the National Elevator Industry Inc. (NEII) Standards and the NEII-1 Building Transportation Standards and Guidelines, located at <https://nationalelevatorindustry.org/> to assist with the implementation of the intent of this Agreement.

1.02 SCOPE OF WORK

- A. The scope of work under this Agreement shall include all engineering, fees, permits, licenses, labor, materials, parts, demolition, responsibilities, duties, supervision, equipment, tools, testing, inspections, safety equipment, lubrication, supplies, hoists, painting, transportation and services to perform systematic elevator proactive Maintenance, Repairs, and Callback Services, to elevator systems listed in the Elevator Equipment Description, as more particularly described herein.
- B. Required services shall include all work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein.
- C. All services will be provided in a first class, best in the industry, diligent, complete, and workmanlike manner, free of any defect or deficiency.
- D. The Contractor shall submit to Owner for viewing, a planned systematic written Maintenance Control Program (MCP) for all equipment to meet the intent of this Agreement and the codes and standards listed in Section 1.11. The written Maintenance Procedures, scheduled number of proactive maintenance visits and routine scheduled Maintenance Intervals, shall be based on, but not limited to:
 - 1. Equipment age, condition, and accumulated wear;
 - 2. Design and inherent quality of the equipment;
 - 3. Usage;
 - 4. Environmental conditions;
 - 5. Improved technology;
 - 6. The manufacturer's recommendations and original equipment certification for any SIL rated devices or circuits; and
 - 7. The manufacturer's recommendations based on any ASME A17.7/CSA B44.7 (Performance-Based Safety Code for Elevators and Escalators) approved components or functions.



- E. The Contractor will provide a minimum number of **12** scheduled annual maintenance visits, per traction unit.
- F. The Contractor will provide a minimum of **2** onsite hour(s) per maintenance visit, per traction unit.
- G. The Contractor will provide scheduled maintenance visits at **MONTHLY** intervals, per traction unit.
- H. The prescheduled proactive Maintenance service includes, but is not limited to, completing the Maintenance Procedures outlined in the MCP, including examining, cleaning, painting, Repairing or Replacing minor worn components, lubricating, and adjusting the units.
- I. Any time spent on scheduled or unscheduled service or Maintenance work for periodic tests, inspections, Callback Services, major Repairs, or trouble shooting **shall not** be counted towards the minimum visits/hours of prescheduled proactive Maintenance service for each unit, as required by this Section.
- J. This scope of work of this Agreement shall include maintaining the original elevator performance times, including rated car speed, floor-to-floor performance time, door opening and closing times, door hold open delay times for car and hall calls, interrupt-ray door hold open time, door closing pound force (lbf), and if applicable, door hold open delay time prior to activation of the door nudging feature.

1.03 GOVERNING LAW

- A. This Agreement shall be interpreted in accordance with the laws in the County and State listed under the Elevator Equipment Property Location.

1.04 COVERED COMPONENTS

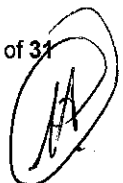
- A. Contractor accepts all elevator equipment in its present condition, without exception. Contractor shall provide **ALL labor** and **ALL materials** (components, goods, software, parts or otherwise) needed to properly maintain, adjust, Repair, Replace, test and safely operate the elevator system unless specifically excluded in Section 1.05 (Exclusions). All material shall:
 - 1. Be of good quality and suitable for their intended use;
 - 2. Be original equipment manufacturer's materials or approved by Owner as equal;
 - 3. Be new equipment or approved by Owner as equal;
 - 4. Include all shipping and taxes in material prices;
 - 5. Become Owner's property;
 - 6. Meet original equipment manufacturer's specification, performance and safety standards once it has been Repaired; and
 - 7. Be installed within 48 hours of any shut down.

1.05 EXCLUSIONS

- A. The Contractor is **NOT** responsible for the following, which conditions are outside the scope of work for this Agreement:
 - 1. Climate control in the elevator equipment machine rooms, related electrical disconnect, meeting elevator equipment heat loads, related drain, and condensation lines.
 - 2. Patching of elevator machine room slab smoke holes, governor and hoist rope slots, and other elevator machine room floor penetrations.
 - 3. Secondary level or stair railings related to elevator equipment.
 - 4. Elevator machine room sealing, and patching related to fire-resistant construction.
 - 5. Proper quantity of GFCI receptacles in each elevator pit and elevator machine room.
 - 6. Elevator pit (min 10 ft-c), hoistway and elevator machine room lighting (min 19 ft-c) systems.
 - 7. Signage related to labeling and access to elevator pits and elevator machine rooms.



8. Signage related to identifying hoistway and machine room fire-resistant construction.
9. Public exposed signage for braille, floor identification plates, instructions, in case of fire signage, in car capacity plates, evacuation plans, and publicly exposed signage related to the vertical transportation system.
10. Elevator hoistway venting to outside air.
11. Removal or compliant shrouding of non-elevator related equipment installed in elevator associated areas.
12. Installation non-elevator devices in the elevator equipment machine rooms, hoistways and pits.
13. Hoistway sealing and patching related to fire-resistant construction.
14. Beveling, projections, patching of projections, recesses, and setbacks in the elevator hoistways and pits.
15. Cutting, grouting, patching, of signal fixture boxes from the outside and inside of the hoistway related to removal, installation, fire sealing, or cosmetic repair.
16. Three-phase lockable disconnects related to building power.
17. Single-phase lockable disconnects related to cab lighting and accessories. National Electrical Code compliant service ground wire from the elevator controllers and all electrical systems to the primary building ground.
18. Emergency generator power and transfer switch.
19. Smoke detector in elevator lobbies, elevator machine rooms, and elevator hoistways.
20. Fire sprinkling systems and related components.
21. Heat sensors and shunt trip breakers.
22. Emergency signal devices audible outside the hoistway.
23. Telephone line(s) & IP Address (ethernet) to elevator machine room for emergency voice, text & emergency visual communication.
24. Sump holes, grates and sump pumps in elevator pits and related single receptacle non-GFCI for each sump pump.
25. Machine room and pit access (walk-in) 1 1/2 hour "B-Labeled" fire-rated doors or self-closer, and self-lock door mechanisms.
26. Elevator hoistway pressurization.
27. Conduit from elevator hoistways to remote elevator control panels and devices (i.e. security rooms, emergency panels, etc.).
28. Card reader devices installed for elevator use.
29. Code compliant stairways and handrails associated with elevator equipment access.
30. Sprinkler shut-off valves outside machine room and hoistway.
31. Code compliant fire extinguisher in elevator machine rooms.
32. Verifying and correcting properly fire rated building structures, surrounding elevator equipment.
33. Verifying and correcting all building supports, for load and reactions of elevator equipment.
34. Repair or Replacement of finished flooring, proper level of adjoining surfaces of cab floor and sill including hall sills and finished flooring at each landing.
35. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
36. Elevator pit waterproofing.
37. Elevator pit ladder.
38. A legal hoistway, properly framed and enclosed.
39. Hoistway divider beams.
40. Asbestos, mold, lead, environmental conditions beyond Contractor's control including testing, monitoring, removal, and damages associated thereto.
41. Removal of all material and debris from site related to work by other trades.
42. Control of keys including hoistway door unlocking device keys, as required by ASME A17.1.
43. Use of car top exits without Contractor's onsite personnel.
44. Repair and Replacement of elevator doors, door frames, door sills (unless due to improper Contractor Maintenance), sill supports, cab interior finish and primary cab lighting.
45. Valid Certificate of Operation and any 3rd Party Inspection Fees. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by services shall be paid by Contractor.



46. Damage caused by negligence, misuse, abuse, vandalism, lightning, or reasonable factors outside the Contractor's control.
47. Damage caused by condensation, humidity, moisture, corrosion, or reasonable factors outside the Contractor's control, except for components that can be proactively lubricated, and properly maintained to avoid damage(s) in known environment (I.E. steel hoist ropes).
48. Damage caused by building power fluctuations, surges, low voltage, single phasing, or spikes.
49. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to Owner within ten (10) working days of effective date.
50. Elevator lobby illumination.
51. Shrinkage, settlement or movement of building.
52. Proper, updated & complete equipment wiring diagrams.
53. Owner's record of Authorized Personnel Trained on Evacuation Procedures for Elevators
54. Owner's record of Authorized Personnel Trained on Cleaning Procedures for Transparent Enclosure
55. Firefighters' Emergency Service Operation Keys (I.E. - FEO-K1) Readily Accessible Onsite for Firefighters or Emergency Personnel (Not the Public)
56. Component(s) Obsolescence or Obsolete Components - Defined as the inability of any Contractor to Repair, Replace, upgrade software of any system component(s) no longer being produced by the Original Equipment Manufacturer (OEM) or any third-party supplier, and the inability to source approved equal component(s) or software through the marketplace. Component(s) obsolescence is a future event or circumstance which is possible but cannot be predicted with certainty.
 - a) Resolution for Component(s) Obsolescence - Contractor must provide a signed written statement and, if available, supply the OEM Product Technical Bulletin, representing that the component(s) or software is no longer being manufactured, spare parts are no longer available, no repair or exchange of component(s) exists, the product is no longer being supported, and if applicable, OEM will not recommend continued use in an elevator system. If the component(s) meets the definition of obsolescence, Owner concurs with the Contractor's written statement, and solution, the Owner shall only pay for the component(s) necessary for the obsolescence solution at cost, plus 20% markup for solution efforts. Labor shall be calculated by utilizing the hourly billing rates in this Agreement, outlined in Section 1.08.
 - b) Owner Rights to Bid Component(s) Obsolescence Solutions - The Owner has the right to bid component(s) obsolescence solution and to award this work to any qualified contractor. If Owner makes a business decision for another contractor to perform the scope of work, the Contractor may evaluate the workmanship, accept component(s) solution, and cover such component solution as per the Agreement.
 - c) Component(s) Obsolescence Acceptability Disputes - Upon any disputes related to the acceptability of the workmanship by a non-incumbent qualified contractor, Owner may hire a qualified third party to evaluate the completed scope of work and will facilitate corrective action, if any, to ensure acceptability of the component(s) obsolescence solution. If Contractor rejects coverage of the component(s) solution after the corrective action has been completed and/or acceptability has been confirmed by third party, the Owner upon 30-day notice, may terminate this Agreement without penalty and hire a contractor that will accept the current conditions.
57. Above exclusions shall not be the responsibility of the Contractor except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, its employees, agents, subcontractors, or others for whom it is responsible.

1.06 AGREEMENT TERM

- A. The term of this Agreement shall be **FIVE (5) YEARS** commencing on 2021, expiring on 2026 and shall not automatically renew. Terms of the Agreement are subject to the following:
1. Contractor agrees that the Owner, in its sole and absolute discretion, may extend services for one short-term period only, which includes 1-month, 2-month, or 3-month options. If Owner elects to extend the contract, such extension shall be confirmed in writing and signed by Owner as addendum, and subject to the terms and conditions of this Agreement. No Term or additional term shall automatically renew and no addendum(s) will be valid or enforceable, other than one of the three (3) short-term addendum options in this paragraph.
 2. Contractor shall notify the Owner of the Agreement expiration, in writing, a minimum of six (6) months and maximum of twelve (12) months in advance of such expiration. Notice shall be sent as per Section 1.19.

1.07 CONTRACT DEFAULT, EXPIRATION, CANCELTION AND TERMINATION

- A. If Contractor violates any provision of or fails to properly provide services required by this Agreement, Owner shall provide notification to Contractor in writing of such deficiencies. Upon the written record date of delivery confirmation of the notification, the Contractor will have 5 calendar days to submit a written corrective action plan to correct the Contractor's deficiencies to the Owner. Owner shall allow Contractor a reasonable period not to exceed 30 calendar days to correct Contractor's contractual deficiencies at Contractor's expense, to Owner's sole satisfaction. Should Contractor fail to (1) provide the corrective action plan within five (5) calendar days from the original written record date of delivery confirmation of the notification, or (2) correct deficiencies within the 30 calendar days from the original written record date of delivery confirmation of the notification, Owner may cancel the Elevator Maintenance Agreement upon 30 days written notice to the Contractor. The waiver by Owner of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- B. If Owner fails to pay current monthly invoices within 60 days of receipt, Contractor may, upon 30 days written notice to Owner, cancel this Agreement.
- C. If Property is sold or a change of ownership occurs, this Agreement shall remain in force until cancelled by Contractor or Owner (including any assignee of Owner) upon 30 days written notice to other party.
- D. Owner may choose to modernize all or a portion of vertical transportation units during term of this Agreement. Modernization is defined as replacement of elevator motion and supervisory control systems. If Contractor is in compliance with terms of this Agreement, Contractor shall be one of a group of contractors requested to submit a modernization bid. If Contractor is not the selected to perform the modernization work, Owner may upon written notice to Contractor either (1) cancel the Agreement in full, or (2) withdraw the modernized elevator from this Agreement, in which event this Agreement remains in effect for the remaining elevator and the monthly charge set forth in paragraph 1.08(A) will be reduced proportionately.
- E. At the expiration of the term of this Agreement or upon the cancellation of this Agreement (in full or with respect to any individual elevator) for any reason prior to the expiration of the term, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of services to Owner or another contractor designated by Owner, without detriment to rights of Owner or to continued operation of the elevators or Property, including, but not limited to, refraining from interfering with or disrupting the tenants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to Owner, all of Owner's property, which it owned prior to this Agreement or is purchased via a separate contract during the term of this Agreement, including but not limited to; reports, records, wiring diagrams, portable electronic diagnostic tools, access codes, and other materials and documentation related to and required to facilitate services required by this



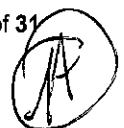
Agreement. The Contractor's proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains the Contractor's property, unless such is part of an Authority Having Jurisdiction (AHJ) product acceptance variance, in which it shall remain with the elevator. Owner shall withhold final payments due to Contractor until receipt of required information and tools.

- F. If Owner terminates or cancels this Agreement pursuant to any provision in this Agreement, Owner shall be responsible for the fees and materials owed to date but shall have no obligation for any future fees or costs.

1.08 FEE AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

- A. During the term of this Agreement, Owner shall pay Contractor on or before the last day of each and every month the sum of \$ 2000.00 which **includes all applicable taxes**, in return for Contractor's faithful performance of services required by this Agreement on all covered equipment, subject to the following:
- B. Annual Price Adjustments: After expiration of the first year of the Agreement, the monthly fee will be adjusted annually at the end of each 1-year period. 80% of Agreement price shall be adjusted to reflect increase or decrease in labor cost based on the straight time rate of elevator mechanics in area wherein equipment covered by this Agreement is located. Current mechanics wage with fringe benefits cost is \$ 80.00 (excluding overhead & profit). The remaining 20% shall be adjusted to reflect increase or decrease in material cost based on Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. The current material factor is 273.6. Total price escalations shall be limited to a maximum of 4% in any one (1) year period. Contractor shall provide thirty (30) day advance written notification and a detailed explanation to Owner of pending price adjustment for both labor and material.
- C. Present Billing Rates for Callback Services, Repair & Upgrade Orders: If straight time work is required and authorized, outside the scope of services, the Straight Time Rate indicated in the chart below applies. If overtime work is required and authorized, outside the scope of services, the Overtime Premium Rate(s) indicated in the chart below apply. Overtime Premium Rate(s) is defined as Owner paying only the difference between Straight Time and Overtime Rate(s). The Straight Time portion shall be absorbed by the Contractor and Owner's only obligation is the additional Overtime Premium portion of the labor costs. Contractor may adjust rates in accordance with Annual Labor Adjustment above. Present Billing Rates are as follows:

HOURLY BILLING RATES	MECHANIC	HELPER	TEAM
1.0 Straight Time Rate	\$ 300.00	\$ 240.00	\$ 540.00
1.7 Overtime Premium Rate (1.7 Overtime Rate of \$510.00 Minus 1.0 Straight Time Rate)	\$ 210.00	\$ 168.00	\$ N/A
2.0 Overtime Premium Rate Sundays & Holidays (2.0 Overtime Rate of \$600.00 Minus 1.0 Straight Time Rate)	\$ 300.00	\$ 240.00	\$ 540.00



1.09 CALLBACK SERVICES AND CONTRACTOR'S HOURS

- A. Routine proactive Maintenance services, Callback Services and Repair services are included under this Agreement, except as otherwise noted under this Agreement, shall be performed during normal business working hours and days of the elevator trade, between the hours of 8:00 AM to 4:30 PM, Monday through Friday.
- B. Callback Service(s) is defined as any request for service or assistance by Owner or Owner's representative when elevators are not available for beneficial usage due to equipment shutdown or malfunction, and properly returning the elevator unit back into service. Callback Services resulting from conditions beyond the control of the Contractor, as outlined in this Agreement, shall be excluded from the Contractor's financial obligation. A request for service will be considered:
1. An emergency minor adjustment Callback Service, to correct a malfunction or adjust the equipment that requires immediate attention, such as:
 - a) Passenger entrapment;
 - b) Loss of access to a floor;
 - c) Erratic operation; and
 - d) Complete loss of elevator service.
 2. One mechanic work. This service does not include any correction or adjustments that requires more than one mechanic; and
 3. A maximum of two onsite hours for any Owner billable Callback Service unless additional time is authorized by Owner.
- C. Regular Callback Service is **INCLUDED**. Any request for Callback Services to maintain proper elevator service due to, but not limited to, a complete breakdown or erratic operation of the equipment, is to be provided at no additional cost during normal business working hours and days of the elevator trade. Regular Callback Services not covered under this Agreement shall be invoiced separately for reasonable travel time, and time spent on the job, at the Billing Rates set forth in Section 1.08.
- D. Labor for Overtime Callback Services is **INCLUDED** under this Agreement. All work performed before or after normal business hours and days shall be considered Overtime. Any request for overtime Callback Services to maintain proper elevator service due to, but not limited to, a complete breakdown or erratic operation of the equipment, is to be provided at **NO** cost during overtime hours and days of the elevator trade. Overtime shall be authorized by Owner before work is performed. Overtime Callback Services not covered under this Agreement shall be invoiced separately for reasonable travel time, and time spent on the job, at the Billing Rates set forth in Section 1.08.
- E. Emergency calls at any hour of any day, for elevators carrying entrapped passengers or when all elevators in the same group are out of service at the same time, shall be responded to immediately.
- F. Callback Service Response Time is defined as the maximum time for a mechanic to arrive onsite, NOT a verbal response to customer. The Callback Service Response Time is not an average. The required Callback Service Response Times are outlined below:
1. All passenger entrapment calls = **1 hour**;
 2. All elevators in the same group that are out of service at the same time = **1 hour**; and
 3. All other calls = **2 hours**.
- G. In all cases relevant to Callback Services or Repairs NOT covered by the Scope of the Agreement, including Callback Services or Repairs for damages caused by lightning strikes, electrical power surges, electrical spikes, low voltage, single phasing, water damage, vandalism, debris in car or hoistway sills, "car running on arrival", or any other condition that results in a fee or fees that are in addition to the monthly Agreement fee, Contractor shall provide reasonable supporting documentation, confirming that the condition caused the necessity for the Callback Service or Repair

to be performed. This prerequisite for payment of Contractor's invoice is in addition to the requirement for an appropriate and legible time ticket signed by a building representative (if available at time of Callback Service), satisfaction of one combination of these requirements shall not constitute automatic authorization, approval, or payment, of the Contractor's invoice. In the event of any unresolved written dispute(s) submitted by Owner of Contractor's unpaid Callback Service invoice, the Contractor waives all contract cancellation rights and suspension of any or all services covered by this Agreement, including regular time and overtime Callback Services.

1.10 INVOICES AND PAYMENT WITHHELD

- A. The Contractor shall provide invoices to the Owner monthly. Invoices shall be paid within 30 days by the Owner. Owner shall have the opportunity to dispute any additional charges within ten days of receipt of the invoice. The invoices shall be sent to Owner and a copy to Management Company or as specifically outlined in Section 1.19. Receipt confirmation for initial invoice is not required.
- B. Should any elevator be shut down for any extended period of time exceeding 72 continuous hours, except for Owner authorized prescheduled Repairs, the maintenance standard rate for the elevator shall be suspended and deductions prorated per day until the elevator is placed back into service. This does not apply if the elevator(s) is shut down for reasons outside of the Contractor's control.
- C. The Owner may withhold payment to such extent as may be necessary to protect the Owner from loss due to:
 - 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any material or labor provisions of this Agreement;
 - 2. Time required for Owner to properly investigate invoices, which shall require the full cooperation of the Contractor. The Contractor shall provide all supporting documents requested by Owner including, but not limited to, all time tickets related to the issue;
 - 3. Failure of the Contractor to make timely and complete payments to subcontractors for material or labor;
 - 4. Damage to the building, caused by Contractor or its subcontractors; or
 - 5. The Contractor restricting any portion of the elevator controllers by installing a password in the computerized program, thereby frustrating the efforts of the servicing personnel or any other contractor.

1.11 APPLICABLE PUBLICATION, CODE, AND STANDARDS

- A. In the performance of services, the Contractor agrees to abide by all applicable standards, laws, rules, ordinances, codes, and regulations under the latest adoptions set forth by the Authority Having Jurisdiction (AHJ) in the location where services are performed. The services shall conform to the latest edition of the following but not limited to:
 - 1. American Society of Mechanical Engineers (ASME)
 - a) A17.1/CSA B44 Safety Code for Elevators and Escalators
 - b) A17.2 Inspectors Manual for Electric Elevators and Escalators
 - c) A17.3 Safety Code for Existing Elevators and Escalators
 - d) A17.4 Guide for Emergency Personnel
 - e) A17.5 Elevator and Escalator Electrical Equipment
 - f) A17.6 Suspension, Compensation, and Governor Systems
 - g) A17.7 Performance-Based Safety Code for Elevators and Escalators
 - 2. National Fire Protection Association (NFPA):
 - a) NFPA 70, National Electric Code
 - b) NFPA 72, National Fire Alarm Code
 - c) NFPA 80 Fire Doors and Windows
 - d) NFPA 101 Florida Edition
 - 3. American Society for Testing and Materials (ASTM)
 - 4. Gauges:



- a) For Sheet and Plate: U.S. Standard (USS)
- b) For Wire: American Wire Gauge (AWG)
- 5. American Welding Society (AWS)
- 6. National Electrical Manufacturers Association (NEMA)
- 7. Underwriter's Laboratories (UL)
- 8. Institute of Electrical and Electronic Engineers (IEEE)
- 9. Uniform Federal Accessibility Standards (UFAS)
- 10. Americans with Disabilities Act (ADA)
- 11. International Code Council (ICC)
- 12. National Electric Code (NEC)
- 13. ADA Accessibility Guidelines (ADAAG)
- 14. Occupational Safety and Health Administration (OSHA)
- 15. American Society of Civil Engineers (ASCE)
- 16. American Institute of Steel Construction (AISC)
- 17. International Building Code (IBC)
- 18. American National Standard Institute (ANSI)
- 19. Authority Having Jurisdiction (AHJ)
- 20. National Elevator Industry, Inc. (NEII)
- 21. Florida Building Code
- 22. Florida Statute 399 and 553
- 23. Florida House Bill 7121
- 24. ~~Florida Administrative Code 61C-5~~
- 25. Florida Statue Title XL Real and Personal Property Chapter 718

1.12 CONTRACTOR'S EMPLOYEES

- A. The minimum number of personnel to be employed by the Contractor for the purpose of providing service to the Owner will be Twelve (12)
- B. Contractor shall be responsible for the supervision and execution of services under this Agreement by its employees, subcontractors and other agents.
- C. Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide services. All matters pertaining to employment, training, supervision, compensation, promotion and discharge of Contractor's employees are the responsibility of the Contractor, who is in all respects the employer, and Owner shall have no responsibility or liability with respect thereto.
- D. Contractor agrees each of its employees shall be qualified and shall use reasonable care in the performance of services. If Owner, in Owner's sole opinion, determines that an employee has violated this Agreement through the unsatisfactory performance of services under this Agreement; interference with operation of Property or any occupants, other contractors or subcontractors at the Property; or engaging in actions or conduct that is otherwise detrimental to Owner, the Owner shall provide written notice to Contractor, and upon receipt of such notice, Contractor shall immediately remove that employee from the team providing a qualified replacement employee.
- E. Uniforms, with contrasting markings, shall be worn by Contractor' at all times to identify the Contractor and employee names.
- F. Removal of elevators from beneficial usage to facilitate services by Contractor shall be coordinated with and approved by the Owner. Owner agrees to permit Contractor to remove elevators from service for a reasonable time, during hours identified in this Agreement, to perform services of this Agreement.
- G. Contractor shall not engage any subcontractors or other parties to perform services unless first approved in writing by Owner. Owner's acceptance of subcontractors or other parties shall not



relieve, release or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

1.13 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. Elevator Performance Requirements based on the latest National Elevator Industry, Inc. (NEII) Standards. Contractor shall maintain the performance based on the NEII minimum standards and definitions for each elevator, refer to NEII-1. The below referenced chart is from the NEII-1 Performance Standards Matrix:

TYPE OF ELEVATOR			STANDARD PERFORMANCE				INTERMEDIATE PERFORMANCE		HIGH PERFORMANCE	
			Hydraulic		Traction		Traction		Traction	
Unit of Measurement	Metric	Imperial	Metric	Imperial	Metric	Imperial	Metric	Imperial	Metric	Imperial
Speed (typical range)	m/s	ft/m	0.4 – 0.75	80 – 150	0.63 – 1.25	125 – 250	1.0 and up	200 and up	2.5 and up	500 and up
Capacity	Kg	lb	1100	2500	1100	2500	1600	3500	1600	3500
Stops			3	3	7	7	10	10	15	15
Rise	mm	ft	7320	24	21950	72	32920	108	51200	168
Floor Height	mm	ft	3660	12	3660	12	3660	12	3660	12
SSCO Door (width x height)	mm	ft - in	1100 x 2100	3-6 x 7-0	1100 x 2100	3-6 x 7-0	1100 x 2100	3-6 x 7-0	1100 x 2100	3-6 x 7-0
MOTION:										
Contract Speed Regulation	+/- %	+/- %	20	20	10	10	5	5	5	5
Stopping Zone	+/- mm	+/- in	13	½	13	½	13	½	13	½
Acceleration/Deceleration (typical)	m/s ²	ft/s ²	0.76	2.5	0.5	1.6	0.6	2.0	1.0	3.2
Vertical Vibration Z axis (constant acceleration)	milli-g	milli-g	30	30	25	25	25	25	20	20
Horiz. Vibration (S/S) Y axis	milli-g	milli-g	30	30	25	25	25	25	20	20
Horiz. Vibration (F/B) X axis	milli-g	milli-g	30	30	25	25	25	25	20	20
TIMING:										
Performance Time (maximum)	s	s	15	15	13	13	11	11	9	9
Door Open Time, Nominal (typical)	s	s	2.5	2.5	2.5	2.5	2	2	2	2
Door Close Time (typical)	s	s	3.5	3.5	3.5	3.5	3	3	3	3
SOUND: (maximum)										
Door Sound (opening or closing)	dBA	dBA	70	70	67	67	67	67	64	64
Sound in Car at Rated Speed	dBA	dBA	65	65	60	60	60	60	60	60
Sound in Stopped Car, Door Closed, Fan On	dBA	dBA	65	65	65	65	65	65	60	60
Sound in Machine Room	dBA	dBA	85	85	80	80	80	80	80	80
Sound at Landing, Adjacent to Machine	dBA	dBA	70	70	70	70	65	65	62	62
HEAT EMISSION: (maximum)										
Speed (See Note 14)			0.63	125	0.75	150	1.75	350	3.5	700
At Hoist Machine Location	W	Btu/h	3200	11000	2000	6600	1200	4000	4000	13500
At Control Location	W	Btu/h	300	1000	700	2400	3200	11000	2000	6500

Performance Standards based on the following:

- Duties shown are typical of equipment in each classification.
- Hydraulic application assumes direct hydraulic driving machine.
- Standard and intermediate performance traction applications assume static drives with resistor braking.
- High performance applications assume line regenerative static drives.
- Typical measurements taken with a maximum of two people in the car.
- Contract speed regulation for hydraulic elevator takes into account the rated speed and operating in the down direction.
- Vibration measurements exclude door operation and are peak to peak.
- Door closing times are subject to kinetic energy limitations per ASME A17.1/CSA B44.
- All sound measurements with fan off unless otherwise noted.
- Door sound measurements taken in a stopped car.
- Ambient noise 50 dBA maximum.
- Sound in machine rooms and spaces measured with one elevator operating at a time.
- Heat emission based on 35% duty factor. An increase above 35% will increase heat emission.
- Heat Emissions are calculated for the car speed indicated and at the typical capacity shown for that type of elevator.

- B. Equipment listing, type, and individual car performance requirements shall conform to the standards provided in Section 1.13, A. Equipment performance requirements indicated are the minimum standard. Consistent failure to meet performance requirements required above shall be grounds for cancellation of this Agreement.
- C. Elevator performance requirements shall conform to the requirements of the authorities listed in Section 1.11.
- D. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration and accurate stop. Door operation shall be smooth and quiet.
- E. Contractor shall maintain a 60-day mean time between Callback Services (MTBC), which would be expected to result in approximately 6 calls in a 365-day span, per car. MTBC is the average number of days between requests for service when an elevator is not available for beneficial use due to equipment shutdown or malfunction, due to normal wear and tear items that are the responsibility of the Contractor. MTBC is calculated by (# of units x period of days being measured) divided by the number of Callback Services. This metric can be utilized to understand the up/down time of the unit(s) and can be possible indicators of Maintenance levels that are being completed, healthy/sick unit(s), product deterioration, and passenger satisfaction levels. The Contractor shall proactively inspect/examine, Replace worn parts, clean, adjust, and lubricate as required, on all elevator components, to ensure optimal performance.

- 1. Where elevator(s) are exposed to outdoor environmental factors such as salt, humidity, condensation, hot/cool temperature changes, and water, it may skew the MTBC results, therefore, these factors shall be taking into consideration. Due to exposure of outdoor environmental factors, the Contractor's failure to meet the 60-day MTBC shall not be grounds for cancellation of this Agreement.

1.14 OWNER'S RIGHT TO INSPECT/AUDIT SERVICES

- A. Owner reserves the right to make, or cause to be made, such inspections, audits, tests, and electronic monitoring programs, whenever necessary to ascertain that services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall promptly correct contractual deficiencies within 30 days at its expense, as per the Agreement terms and conditions.
- B. An elevator consultant may be retained by the Owner to perform a review of services and assist with disputes, if any, on behalf of the Owner.

1.15 INSURANCE

- A. Prior to commencing work, Contractor shall procure the required insurance, covering Contractor, and all direct or indirect employee of the Contractor, at its sole cost, and submit certificate of insurance to Owner. The insurance policies shall also name Owner, Owner affiliates, Consultant and any other parties or entities requested by Owner as additional insureds. This will be by way of endorsements, either individually or blanket, and extend to completed operations of Contractor. Such additional insured coverage shall be limited to the extent of Contractor's Indemnification and Consequential Damage Waiver requirements as outlined in Section 1.17. Contractor shall maintain such insurance for the term of this Agreement and any extensions. All insurance required pursuant to this Agreement must be issued by an insurance company that is rated "A" or better according to Best's Key Rating Guide and authorized to transact business in the State listed under the Elevator Equipment Property Location. All policies shall be issued in amounts not less than the coverages listed below. Contractor is responsible for ensuring that any and all of Contractor's subcontractors obtain and provide evidence the insurance coverages listed below. The Owner shall be notified, in writing, of any reduction, cancellation or substantial change of policy or policies at least 30 days prior to the effective date of any action. The following are the minimum insurance coverage requirements:



Type of Insurance Coverage	Minimum Amount of Coverage
1. Workers' Compensation and Occupational Disease	Statutory Limits
2. Employer's Liability (Including Occupational Disease Coverage)	\$1,000,000 Coverage
3. Commercial General Liability, Including Operations, Contractual, And Completed Operations Coverages, Occurrence Basis	\$1,000,000 per occurrence/ \$2,000,000 Aggregate
4. Commercial Automobile Liability Covering Owned, Non-Owned and Hired Vehicles Used in The Performance of The Services	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
5. Umbrella Liability	\$5,000,000 per occurrence and \$5,000,000 in aggregate

1.16 FORCE MAJEURE

- A. Contractor shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control ("Force Majeure Event"), and in no event, shall Contractor be liable for any damages, nor any consequential, special, or indirect damages resulting from such an event. Contractor shall automatically receive an extension of time commensurate with any delay resulting from a Force Majeure Event.
1. If either party is affected by a Force Majeure Event it shall promptly notify the other party, in writing, of the nature and extent of the circumstances in question.
 2. Notwithstanding any provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other party for any delay in performance or the nonperformance of any of its obligations for delays related to a Force Majeure Event. To the extent that the delay or nonperformance is due to any Force Majeure Event, of which it has notified the other party, and the time for performance of the obligation shall be amended accordingly.
 3. If at any time the Contractor claims a Force Majeure Event, in respect of the obligations under this Agreement with regard to the supply of the services, the Owner shall be entitled to obtain from any other contractor such services as the Contractor is unable to provide.

1.17 INDEMNIFICATION AND CONSEQUENTIAL DAMAGE WAIVER

- A. The Contractor acknowledges that it has performed an onsite survey, conducted by competent personnel and equipment conditions covered by this Agreement prior to the date of commencement of this Agreement. The Contractor shall indemnify the Owner against any claims during the Term of this Agreement for failure to adequately adjust, Repair or Replace any equipment for which the Contractor is responsible under this Agreement.
- B. Contractor agrees to indemnify and hold harmless the Owner, Owner affiliates, officers, employees, Consultant and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of Contractors acts or omissions under this Agreement unless such bodily injury, property damage, or personal injury is determined to be the result of the negligence of the Owner, Owner affiliates, officers, employees, Consultant or representatives.
- C. Owner and Contractor waive any claims for consequential damages that may arise out of or related to this Agreement.

1.18 EMERGENCY IN-CAR COMMUNICATION RESPONSE

- A. The Contractor is responsible to respond to all emergency communications initiated from the elevator in-car communication telephone or instrument, 24 hours per day, 7 days a week. The Contractor must be capable of identifying the building location and the identification of the elevator from which the emergency communication originated. The response location must have the ability to initiate emergency calls to each elevator as may be required and will keep proper records of each elevator's phone number. The cost of this service is included in the monthly fee under this Agreement.
- B. The Contractor is responsible to respond to all emergency visual and text communications initiated from the elevator in-car communication instrument, 24 hours per day, 7 days a week. The Contractor shall have the capabilities to respond to 1-way video communication and 2-way text messaging communication as per AHJ. The cost of this service is included in the monthly fee under this Agreement.

1.19 CORRESPONDENCE AND NOTIFICATIONS

- A. Unless specifically written herein, all correspondences & notifications which are required to be given hereunder shall be in writing and shall be sent to the address of the parties to the Agreement. Any such correspondence & notifications may be delivered personally, by mail, or email. A written record of delivery confirmation shall be included for any correspondence or notification.

Notifications shall be provided as follows:

OWNER:

**THE SUMMIT OWNERS' ASSOCIATION, INC.
ATTN. MATT DUNCAN, CAM
8743 THOMAS DRIVE
PANAMA CITY, FL 32408**

With a Copy to:

**COMMERCIAL ELEVATOR CONSULTANTS, LLC [Consultant Company Name]
3761 RENEE DRIVE
SUITE 228
MYRTLE BEACH, SC 29579**

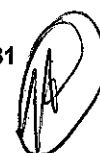
CONTRACTOR:

**CAVINDER ELEVATOR COMPANY, INC.
316 S. COUNTY HIGHWAY 83 BLDG F POMPANO B
SANTA ROSA BEACH, FL 32459**

- B. Each party will notify the other when they become aware of an accident, injury or death to any person or damage to property arising from the use of the Equipment. The Authority Having Jurisdiction (AHJ) must be notified as per the AHJ requirements by the Ownership or Designated Agent, and must take direction from the AHJ, before returning the elevator back to service.

1.20 ERRORS AND OMISSIONS

- A. Contractor shall notify the Owner and Consultant in writing regarding any necessary services, coverages, irregularities, discrepancies and items which may have been omitted from the Elevator Maintenance Agreement herein that could affect the full comprehensive intent of the Agreement.



1.21 LIENS

- A. If any claim or lien is filed against the property of the Owner by any party engaged by Contractor, Owner may in writing demand that Contractor cause the lien to be released of record by payment or proper bond. If within 30 days following the imposition of the lien, the Contractor has failed to do so, the Owner shall have the right to cause the same to be released by any means Owner shall deem proper, in addition to any and all remedies provided herein and by law. All sums paid by the Owner, including expenses and interest incurred in connection with the claim or lien shall be payable to Owner by Contractor. At the sole discretion of the Owner, any of such costs, expenses and interest may be set off against any fees payable or owing to Contractor by Owner.

1.22 SEVERABILITY

- A. If, in the event any portion of the Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of the Agreement.



1.23 CONTRACTOR'S MINIMUM RESPONSIBILITIES FOR TRACTION ELEVATOR SYSTEMS AS PER THE LATEST NEII MAINTENANCE STANDARDS & GUIDELINES

A. GENERAL RESPONSIBILITIES

The Contractor's general responsibilities include:

1. All equipment, in multi-unit buildings, including the main line disconnects, shall be clearly marked with an assigned number for each elevator.
2. Grounds and electrical bonds must be properly maintained, including those on flexible or sound isolated mountings, for equipment within the scope of the contract. Building grounds excluded.
3. Emergency car lighting, and car emergency signaling systems shall be tested for proper operation. These systems are included in this maintenance contract.
4. Written managed systematic proactive Maintenance Control Program (MCP) including a quality control program, schedule, frequency, procedures, and tasks.
5. Maintenance: the process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with the applicable Code requirements.
6. Maintenance Control Program (MCP): the documented set of maintenance tasks, maintenance procedures, examinations, and tests to ensure that equipment is maintained in compliance with the requirements of ASME A17.1 Code Section 8.6. Available for viewing onsite by elevator personnel and instruction to locate MCP must be posted onsite or as per the latest edition of the code adopted by the AHJ. Supply MCP to Ownership for viewing purposes only.
7. Maintenance Interval: the specified period between the occurrences of a specific maintenance task.
8. Maintenance Procedure: the instruction or sequence of instructions for performing a specific task(s).
9. Maintenance Task: the maintenance activity (work) that needs to be accomplished.
10. Repair: reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable Code requirements.
11. Replace, Replacement, or Replaced: the substitution of a device or component and/or subsystems, in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements.
12. Records: a viewable computer-generated record or log of all items specified in the maintenance records.
13. SIL Rated: electrical/electronic/programmable electronic system (E/E/PES) that is listed/certified to a safety integrity level that is in accordance with the applicable requirements of IEC 61508-2 and IEC 61508-3.
14. Electrical/Electronic/Programmable Electronic System (E/E/PES): a system for control, protection, or monitoring based on one or more electrical/electronic/programmable electronic (E/E/PE) devices, including all elements of the system such as power supplies, sensors and other input devices, data highways and other communication paths, and actuators and other output devices.
15. Written Documentation Kept Onsite: Wiring Diagrams, Code Identified Written & Unique Procedures, Code Identified Checkout Procedures, Emergency Evacuation Procedures for Elevators, & Transparent Enclosure Cleaning Procedures or as per the latest edition of the code adopted by the AHJ.
16. Written Records Kept Onsite: Oil Usage, Firefighters' Emergency Operation, Periodic Tests, & A17.6 Replacement Criteria or as per the latest edition of the code adopted by the AHJ.
17. Maintenance Records Viewable Onsite & Posted Instruction for Onsite Viewing: Specified Scheduled Maintenance Intervals, Examinations, Maintenance Tasks, Repairs, Replacements, Adjustments, Tests, & All applicable MCP Records or as per the latest edition of the code adopted by the AHJ.
18. Callback Services: Must be available to elevator personnel performing corrective action and all elevator personnel upon request or as per the latest edition of the code adopted by the AHJ.
19. Instructions on how to report any need for corrective action (Callback Services) to the responsible party shall be posted on the controller or at the means necessary for test.

20. Responsible for all applicable codes and safety tests. All fees included, except for Certificate of Operation and 3rd Party Inspection Fees. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
21. Compliance with environmental regulations.
22. Firefighters' emergency operations monthly testing, including documentation. See ASME A17.1/CSA B44, requirement Section 8.6. All deficiencies shall be corrected.
23. Examination and testing of underground hydraulic systems, as required.
24. Overspeed Valve, Where Provided, Shall be Inspected/Tested Using Written Test Procedure Supplied by Valve MFG or Person/Firm Maintaining the Equipment where provided.
25. Properly paint floors in machine room(s), machinery space(s), top of car(s), and pit(s) at intervals to maintain a consistent professional appearance and create an easy to clean surface. All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule all painting procedures with Owner.
26. Repair damage to car and hoistway door finish when caused by improper adjustment or Maintenance of associated door equipment.
27. When, as a result of examination or testing of the equipment, Contractor identifies corrective action is required, Contractor shall proceed expeditiously to make required Repairs, Replacements, and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to Owner for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.
28. Maintain in good condition the Owner's complete set of straight line wiring diagrams. Drawings ~~shall be consistently updated and properly noted with "as built" conditions with any changes or~~ modifications to circuits resulting from control modifications, parts Replacement or equipment upgrades made by Contractor during Agreement term.
29. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices, shall be maintained and upgraded by Contractor during the term of this Agreement.
30. All test tags, seals, suspension means tags (and resocketing tags), and all required, are to be furnished/installed by Contractor and in place as required. All machinery spaces, machine room, control spaces and control room code data signs, crosshead data plates, buffer data plates, and all required to be installed shall be provided by Contractor in accordance with the applicable codes. Data plates should be updated to list any alterations and conformance with Section 1.11, where applicable, by the Contractor.
31. Certificate of Conformance, if applicable, for products designed in compliance with ASME A17.7/CSA B44.7 (See ASME A17.7/CSA B44.7 Mandatory Appendices).

B. ELEVATOR CLEANLINESS

The Contractor shall maintain the following standards and/or take the following actions (as applicable):

1. The car top shall be painted, free of debris, lint and lubricants. Pans, securely fastened in place, shall be provided under the door operator and rope hitches, if necessary. Assessment of cleanliness shall be based on minimum fire hazard and freedom from lubricant and dirt that could be tracked through the building or could constitute an unsafe surface for a person on the car top. A vacuumed surface free from lubricants shall be satisfactory. Material must not be stored on the car top. All equipment on the car top, including flexible cords, must be securely fastened to prevent snagging or falling from the car.
2. Pits shall be free from rubbish or lubricants. Rusted pit equipment shall be cleaned and painted or Replaced if severely damaged. See ASME A17.1/CSA B44, requirement 8.6.4.7.
3. Hoistway, Rails and Counterweight-Dirt, lint and excess oil in hoistway, particularly on the rails, shall be removed. The counterweight, the rear of sills and headers shall be clear of dirt accumulation. The bottom and sides of the car shall be free of oil and lint.
4. Machinery Spaces, Machine Room, Control Spaces, or Control Room and Equipment:
 - a. This equipment is the easiest to clean. A dirty machine room is usually an indication of a poor Maintenance job. The floor shall be "broom" clean. Selectors and controllers shall be cleaned to remove any accumulation of dirt or lubricants. Electronic components and printed



- circuit boards may be damaged by cleaning with a blower or compressed air. Follow the manufacturers' procedures.
- b. Machines, motors and generators shall be clear of oil leakage, dirt and carbon dust. Some lubricant leakage is normal; however, it shall not be allowed to accumulate.
 - c. Foreign matter collected on the windings may damage insulation, reduce air flow and eventually result in a burn out, shorts or grounds. Oil and carbon dust that is allowed to accumulate in commutator slots will inhibit proper commutation and may result in bar to bar shorts.
5. Storage Cabinets and Areas- Storage area shall be neat and organized. Storage of soiled wipers (rags) shall be discouraged. The tops of lubricant cans shall be clean, and all containers shall be closed by properly fitting covers.

C. ELEVATOR LUBRICATION

The Contractor shall maintain the following standards and/or take the following actions (as applicable):

- 1. Most equipment manufacturers select lubricants and schedule service intervals for specific applications. Similar equipment from the same manufacturer may require different lubricants and service. Lubricants and schedules recommended by the equipment manufacturer shall be used, unless an engineering evaluation of alternate products has been conducted. Ensure that proper lubrication schedules are being used. Lubricants shall be clean, not gummy or thickened. Grease shall be soft.
- 2. Guide shoe pivots and stems shall be free to move.
- 3. Rails used with roller guides shall be dry.
- 4. Rails used with slide guides must use a lubricant compatible with the safeties.
- 5. Rails must be free of oxidized lubricant in the area where the safety jaws apply. Rail blades shall not be painted when Type "B" safeties are used.
- 6. Suspension means shall be clean and lubricated as directed by the elevator manufacturer.
- 7. Manufacturer's recommended lubricant shall be used on non-metallic sheave liners.
- 8. Brake cores and pivots shall be lubricated per manufacturer's specifications.
- 9. Governor ropes shall not be lubricated in the field.
- 10. Car safety linkage, governor tension frame and sheaves shall be friction free.
- 11. Sleeve bearing 2:1 sheaves shall be carefully examined for proper lubrication.
- 12. External gears shall be examined for proper lubrication.
- 13. Oil rings and chains must turn and carry oil.
- 14. Worm gears must carry oil.
- 15. Machine roller and ball bearings shall be lubricated per manufacturer's specifications.

D. ELEVATOR DOOR OPERATION

The Contractor shall maintain the following standards and/or take the following actions (as applicable):

- 1. Adjustment- Door operators shall be adjusted to NEII Performance Standards. However, the design limitations of older door operators must be considered. Many customers may want the doors to operate at a slower speed. If nudging is furnished, the closing speed during this function must meet code requirements. Door system masses must be considered when adjusting the door closing speed to ensure compliance with ASME A17.1/CSA B44 Code requirements. Closing force must be 135 N (30 lbf) or less. The doors shall open and close smoothly, quietly and without slamming. All installed door reopening device(s) shall be fully functional. Reversal shall occur with minimum stroke of safety edge. Light ray shall be operative. Electronic devices shall provide sufficient range to reverse door with minimum physical contact.
- 2. Noise Levels-Rattles and squeaks in the door operator linkage and hangers shall be investigated and corrected. Fastenings of drive arms, clutch or vanes shall be tight. Pivots and joints shall be free from excessive wear and be properly lubricated.
- 3. Mechanical System:



- a. Door gibs, on both car and hall doors shall be securely fastened, have minimum wear, 1/4 in. (6.4 mm) sill engagement and equipped with safety tabs. Check for worn sill grooves and doors that rub together.
- b. Door rollers and tracks shall be clean, rust free and lubricated as specified. Rollers with loose tires, flat spots, or bad bearings shall be Replaced.
- c. Up thrusts shall prevent the doors from jumping the track but shall not ride the track. Up thrust roller to track clearance shall not exceed 0.015 in. (0.4 mm). Fastenings shall be locked, and rollers must turn freely.
- d. Hoistway door closers shall ensure full door closure of the stopped door from any position. Spirator or weight troughs must be tightly fastened and cords (cables) shall have no abrasion or broken wires.
- e. Rough tracks shall be made smooth or be Replaced.
- f. Relating cables, chains, arms or racks and their fastenings must be tight. Cables with excessive broken wires or abrasion shall be Replaced. Sheaves shall turn freely. Inspect for worn sheave grooves and stamped sheaves that are separating.
- g. Hydraulic door checks shall be adjusted to avoid slamming. Some checks function in both the open and close direction. Checks shall be filled to the proper level with the fluid recommended by the manufacturer. Excessive oil leakage shall be corrected, and leakage shall be cleaned up.
- h. Check door space requirements for conformance to ASME A17.3.
4. Door Operator and Motor:
 - a. ~~The door operator shall be reasonably clean. Lubricants shall be in accordance with the manufacturer's instructions, including oil levels. Oil leaks must be at a minimum since damage to the inside canopy finish may result.~~
 - b. Motor brushes shall be free in the holders and of sufficient length to avoid commutator damage.
 - c. Excessive gear backlash and loose or worn belts shall be adjusted or shall have worn parts Replaced. All bearings should be quiet, and "fits" shall be tight. Loose set screws, pins or keys shall be corrected.
5. The car door contact must be reliable. For automatic elevators, the contact shall be adjusted to limit the clear open space to 2 in. (51 mm) or less. The contact location and design must comply with the ASME A17.1/CSA B44 Code.
6. Hoistway Door Interlocks:
 - a. Interlocks must be properly maintained to ensure safe and reliable elevator operation.
 - b. Contacts shall be free from pitting or burning, wiring connections must be tight and in good condition. The mechanical pivots, engaging rollers and linkage shall operate freely and be lubricated as required. Worn or damaged rollers and linkage shall be Repaired or Replaced.

E. ELEVATOR FIXTURES, INDICATORS, AND BUTTONS

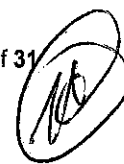
The Contractor shall maintain the following standards and/or take the following actions (as applicable):

1. Buttons and Key switches:
 - a. Shall have the correct legible markings.
 - b. Must not stick or be plugged.
 - c. Damaged buttons shall be Replaced, unless vandalized.
2. Indicators and Signals:
 - a. Indicator lamps shall illuminate as required. The use of neon lamps, LED or other long life light sources shall be used.
 - b. Broken lenses shall be Replaced, unless vandalized
 - c. Audible indicators shall function.
3. Face plates shall be in place and mounted square or plumb.
4. Fastening screws shall be of the proper type. Missing screws shall be Replaced.

F. ELEVATOR CONTROL SYSTEM

The Contractor shall maintain the following standards and/or take the following actions (as applicable):

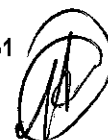
1. Acceleration and stopping shall be smooth and within the design limitations.
2. Controller components shall be clearly identified as shown on wiring diagrams.
3. Safety Devices:
 - a. Safety circuits must be fully operational. It is absolutely necessary to test each and every part of this circuit. Particular attention shall be given to the interlocks and car door contacts. Hoistway limits and terminal slow downs shall have rollers in good condition and turn freely. Mechanically driven speed and position sensors shall be provided with means to detect mechanical failures.
 - b. Static motion control systems have additional protection requirements. Ensure that they comply with code requirements.
 - c. Fuses shall be of the proper type and rating as listed on the controller or as listed on the wiring diagram. Time delay fuses shall be used only in the circuits, where specified. Renewable link fuses are not recommended. Wire jumpers must not be installed.
4. Switch Gear:
 - a. Contacts shall not be excessively worn and have adequate contact pressure to ensure reliable operation. Pitted contacts shall be dressed or Replaced.
 - b. Shunts must be flexible. Insulation on conductors and end attachments must be in good condition, ~~no broken wires or cracked or hardened sections.~~
 - c. Switches or contacts shall not be blocked. Residual guards and shading coils shall not be damaged. Pivot points or pins shall be clean and lubricated as directed by manufacturer's standards. Kickoff springs in place, not stretched. Discolored encapsulated relays or switches shall be examined for mechanical or electrical damage.
 - d. Overload relays shall be tagged indicating test dates and operation parameters. Oil dashpots shall be filled to the specified levels with the recommended fluid. Ensure that the pistons are free to move.
 - e. Switch gear shall operate quietly and smoothly and shall pull in and drop out properly.
5. Selectors and Positioning Devices:
 - a. Selector traveling cables and all movable wiring must be flexible. All terminations shall be secure with insulation and connections in good condition.
 - b. Selector brushes and contacts shall be examined for wear or pitting and be Replaced as necessary.
 - c. Examine mechanical condition of selectors for bearing wear or failure. Keys and set screws must be tight. Examine for looseness and fretting.
 - d. Gears, guides and chains must be lubricated, free from rust and evidence of cutting (scoring). Drip pans shall be provided where necessary.
6. Mechanical Condition:
 - a. All connections shall be examined for tightness and indications of heating.
 - b. Controller and selector shall be clean as defined in Elevator Cleanliness Section.
 - c. Resistors and grids must not be patched. Bands must be properly placed and free from burning. Examine wiring for insulation charring.
 - d. Resistors and capacitors must be securely and properly mounted to ensure proper heat dissipation. Resistors and capacitors that are mechanically or electrically damaged shall be Replaced.
 - e. Wiring, both field and internal shall be neat and bundled. Temporary wiring shall not be used. Terminal blocks shall be labeled.
 - f. P. C. boards shall be clean (see 6.4) heat sinks must be cleaned to permit proper dissipation of heat.
 - g. ~~Ensure that all cooling fans are operating, air filters must be clean.~~
7. Traveling cables shall be in good condition. Minor abrasion may be taped or Repaired. Guide wires, beam pads or screens shall be provided if conditions warrant. Traveling cable attachments must be secure.
8. Wiring diagrams shall be available, be reasonably clean and in good condition and must match the controller. Changes shall be clearly marked.



G. ELECTRIC ELEVATOR MECHANICAL CONDITION AND ADJUSTMENT

The Contractor shall maintain the following standards and/or take the following actions (as applicable):

1. Worms and Gears:
 - a. Shall not show abnormal wear, no ridging or scored teeth.
 - b. Bearings shall run quietly.
 - c. Some leakage of worm shaft seals is acceptable.
 - d. Gland packing should have controlled leakage.
 - e. Bearings or gears that run at a high temperature shall be investigated.
2. Drive, Deflector and Secondary Sheaves:
 - a. Excessive groove wear or damage shall be corrected.
 - b. Keys and or shrink fits shall not show fretting (rust or corrosion).
3. Brake Pulley and Coupling:
 - a. Fits to shafts shall be secure, no fretting at the interface.
 - b. Flexible couplings shall be tight, all pins and bushings securely in place.
 - c. Pulley surface shall be smooth, with no excessive scoring.
4. Brake:
 - a. Brake switch, if furnished, shall be adjusted to properly open and close the contacts.
 - b. The linings shall not be worn to the extent that the rivets touch the drum.
 - c. Brake shoes shall have minimum lift without dragging.
 - d. ~~Ensure full lift is consistent.~~
 - e. Brakes to be adjusted to comply with code requirements.
5. Motors and Generators:
 - a. Bearings shall run quietly.
 - b. DC motor field coils shall not have excessive movement.
 - c. Electrical connections shall be tight. Look for discoloration.
 - d. Armature or rotor clearances shall be approximately equal throughout their circumference.
 - e. Commutators shall run true. Undercutting shall provide clean slots without feather edge mica. Scoring or grooving, if any, shall be at a minimum.
 - f. Brushes must be free in holders. Inspect for damage, copper embedment and short brushes.
 - g. Pin point sparking is normal during acceleration and stopping. Severe arcing shall be investigated.
 - h. Insulation resistance must be monitored to ensure proper life of electrical equipment. The minimum resistance permissible depends upon the operating voltage and temperature. Wet conditions will reduce insulation resistance as will high humidity. Any leakage to ground less than 1 megohm needs to be investigated. The use of high voltage meggers or high voltage pulse tests, is not recommended. Such testing may result in insulation damage that cannot be readily detected. In most cases, the windings can be field cleaned to restore proper insulation resistance. In extreme cases, the equipment may have to be removed to a qualified shop for steam cleaning, dipping and baking. Care must be taken when painting windings in the field to avoid sealing in lubricants or carbon dust.
6. Sound Isolation, kick angles, etc.:
 - a. Sound isolation pads shall be pliable. Check for disintegration, splitting or cracking.
 - b. Kick angles and tie downs shall be properly in place.
7. Suspension and Compensating Means:
 - a. Suspension and compensating means shall be equalized.
 - b. Fastenings must be of an approved type and ends made up as directed by applicable codes.
 - c. Suspension means data tags, including resocketing tags for drum machines, are required.
 - d. ~~Governor ropes must not be lubricated.~~
 - e. Wear and wire breaks within limits. Inspect ropes as specified by ASME A17.1/CSA B44, requirement 8.11.2.
 - f. Suspension means (hoist ropes) shall be clean to permit inspection, lightly lubricated to reduce abrasion and corrosion, yet must provide adequate traction, without slippage.



- g. Suspension means (hoist ropes) shall be restricted from turning as outlined in the ASME A17.1/CSA B44, requirement 2.20.9.8.
- h. Inspect, clean, proactively Replace worn components of car/counterweight suspension media
- i. Hoist Coated Steel Belts – Properly monitor, equalize and maintain an appropriate factor of safety. If any monitoring means are removed, it may be a violation of ASME A17.1 Code, if adopted by the AHJ.
- j. Hoist Ropes & Coated Steel Belts – If one belt or steel rope of a set on the elevator equipment is worn or stretched beyond specified in the manufacturer's recommendations, or damage so as to require Replacement, the entire set will be Replaced.
- k. Compensating means shall be examined for damage and for proper attachment.
- l. Check runbys and clearances for code compliance.
- 8. Compensating Sheave Assembly:
 - a. Tie down compensation must be properly operating, if furnished.
 - b. Examine compensating sheave for freedom of movement and uneven grooves. The switch must operate within the limits of compensating sheave travel.
- 9. Oil buffers shall be filled with the manufacturer's specified fluid to the indicated level. Ports shall be covered. Buffer pistons shall be rust free and be provided with corrosion protection. Examine all buffers for full extension. Traveling buffers shall not be pre-compressed. Buffer test tags shall be in place. Test must be current.
- 10. Buffers shall be properly located and securely fastened in place.
- 11. ~~All moving parts of safety mechanisms shall be kept lubricated and free of rust and dirt. The clearance between the safety jaws and the rail should comply with the applicable code requirement.~~
- 12. Governors system:
 - a. Governor shall be kept clean. Jaws shall operate freely and must be clear of obstructions. Rope lead shall be aligned to the jaws. Linkages shall be lubricated and operate freely. Gears, set screws, keys, pins and bearings must have correct fits and minimum wear or backlash. Sheave groove shall be free of foreign matter. Check depth of groove wear that may cause rope to interfere with jaw engagement.
 - b. Governor adjustments shall be sealed to prevent tampering. Test tags shall be in place indicating the date of the last test and the person or firm who made the test.
 - c. A governor marking plate as required by the applicable code, securely attached to the governor shall list: The tripping speed in feet per minute and the size, material and construction of the governor rope.
 - d. Ensure the paint does not interfere with governor operation.
 - e. Governor switches shall operate as intended, both mechanically and electrically.
 - f. Fly ball governors must clear obstructions that may prevent full extension of the fly balls.
 - g. Car rope hitches must be socketed correctly. Rope data shall be furnished. Governor ropes must not be lubricated.
 - h. Governor rope tension frame shall be free to move vertically with rope tensioned as designed. Hold downs shall be adjusted to suit job conditions. Sheave bearings shall be quiet, wear limited to sheave clearance and tolerance. Sheave groove must be free of foreign matter.
- 13. Rails and Brackets:
 - a. Rail bracket fastenings shall be tight.
 - b. Rail clip bolts must be tight. Sliding clips must be free to move. Sliding clips of the type backed with spring steel clips must be examined for missing or broken spring clips. Fishplate bolts must be tight. Rail backing must be securely fastened.
 - c. Check rails for alignment. Report Building settlement issues that affect rail system.
 - d. Check counterweight rails for bracket spacing and spreader brackets, particularly in the pit area.
 - e. Report if rail blades are rusted. Blades should not be painted when Type B safeties are used. Refer to crosshead data plate for lubrication and blade condition.



1.24 EXECUTION

This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof and cancels all other prior agreements (including, but not limited to, existing elevator maintenance agreements, any proposals or oral agreements), representations and understanding of the Parties in connection with such subject matter.

If this Agreement is modified at the request of the Owner, affiliates or Contractor, such modifications must be confirmed in writing and signed by both parties (Addendum). Any Addendum shall be subject to the terms and conditions of this Agreement, and no addendum(s) will be valid or enforceable, other than one of the three (3) short-term Addendum options in Section 1.06, A, 1, if fully executed. No oral addendum or modification shall be binding on either party.

In the event of any dispute between the Parties which relates in any way whatsoever to this Agreement, the prevailing party shall be entitled to repayment of all of its attorney's fees and court costs, including those fees and costs incurred to establish entitlement to and amount of such attorney's fees and costs, whether incurred out of court, in the trial court, on appeal, in bankruptcy, or in administrative proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth under its signature below, but effective as of the date first set above.

THE SUMMIT
OWNERS' ASSOCIATION, INC

OWNER

BY:

PRINT
NAME:

TITLE:

DATE:

ADDRESS:

Cavinder Elevator Company, Inc.

CONTRACTOR

BY:

PRINT
NAME:

TITLE:

DATE:

ADDRESS:

Todd Cavinder

President

7/19/2021
316 S. County Highway 83 Bldg F Pompano B
Santa Rosa Beach, FL 32459

END OF AGREEMENT