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SECTION 14 01 20**OPERATION AND MAINTENANCE OF ELEVATORS (OME) AGREEMENT**

This Agreement, between St. Petersburg College, hereinafter called "Owner" and _____, hereinafter called "Contractor" shall pertain to the elevator equipment as outlined below:

LOCATION:

See **Exhibit C**, (attached) for a listing of all campus locations and site contact information.

EQUIPMENT:

See **Exhibit B**, (attached) for a listing of all equipment covered under this specification.

20.01 AGREEMENT INTENT

- A. **Pro-Active** Preventive Maintenance for the vertical transportation equipment outlined above to facilitate the following:
 - 1. Consistent safe operation of equipment
 - 2. Reliable availability of the equipment for use
 - 3. Maximum operational performance of equipment
 - 4. Maximum beneficial usage of equipment
 - 5. Maximum life cycle of equipment
- B. Contractor expressly acknowledges that Owner is relying on Contractor's professional expertise in performance of Services to achieve and maintain Agreement intent.
- C. For clarification; elevators, escalators, moving walks, etc. may be referred to as "units" or "equipment" in this Agreement.

20.02 AGREEMENT TERM AND CANCELLATION PROVISIONS

- A. The term of this Agreement shall be for an initial three (3) year period beginning on July 1, 2013 and ending on June 30, 2016. At the expiration of the initial three (3) year period, this Agreement may be renewed in one (1) year increments upon written consent by Owner and Contractor. This Agreement can be terminate as outlined in section 20.02 B, 20.02 C, 20.02 D or 20.02 E of this Agreement.
- B. If Contractor violates any provision or fails to properly provide Services required by this Agreement, Owner shall advise Contractor of deficiencies and shall allow Contractor a reasonable period, twenty (20) calendar days unless otherwise agreed to in writing, to

correct deficiencies at Contractor's expense and to Owner's sole satisfaction. If Contractor fails to comply in allotted time, Owner shall have right to cancel Agreement upon ten (10) calendar days written notice to Contractor, or Owner, , may perform or cause to be performed all or any part of Services and Contractor agrees that it will reimburse Owner for any expense incurred. Owner shall deduct said expense from any sum owing 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.

- C. If Property is sold, this Agreement shall remain in force unless cancelled by Contractor, new Owner or old Owner upon ninety (90) calendar day's written notice to other party.
- D. Owner may choose to modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is defined as replacement of elevator motion and supervisory control systems. If Contractor is considered in compliance with terms of this Agreement, Contractor shall be one of the Elevator Contractors requested to submit a modernization proposal. If Contractor is not the selected Modernization Contractor, this Agreement, upon written notice by Owner to Contractor, be immediately cancelled.
- E. Addition or Subtraction of future units to this agreement: Contractor understands and acknowledges that any future units that owner chooses to "add" or "delete" to coverage under this agreement, shall be added at the "current" monthly rate for that type of unit, (MRL, Geared Traction, Vertical lift and Hydraulic).
- F. If Agreement is cancelled, 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 Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to Owner all reports, as-built wiring diagrams, owner owned portable electronic diagnostic devices, and other materials and documentation related to and required to facilitate Services required by this Agreement. Contractor is not responsible for supplying any diagnostic tool that is not provided by the Owner. Owner shall withhold payments due Contractor until receipt of required information and devices.

20.03 CONTRACTOR'S SERVICES

- A. Services shall include, all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein.
- B. Contractor shall perform monthly maintenance tasks as outlined below.

At a minimum, the Contractor shall spend the following preventative maintenance time on each unit to ensure the Agreement intent is met:

- Traction Elevators **3.0 Hours per Qtr.**
- Hydraulic Elevators **2.0 Hours per Qtr.**
- Wheelchair Lifts **.5 Hours per Qtr.**

The above minimum preventative time is to be dedicated to on-site preventative maintenance tasks and does not include time spent on call-backs, travel time, or safety test procedures.

Contractor MUST provide time tickets on a monthly basis, signed by designated owner representative personnel, demonstrating that the above preventative maintenance time was spent on each elevator. At the Owner's discretion, the Contractor may provide electronic confirmation of the preventative maintenance time spent on each elevator.

Failure to perform the above minimum preventative maintenance time or failure to provide proper documentation will be grounds to either terminate this agreement AND/OR to reduce the monthly maintenance fee by the proportionate share of time that was neglected by the contractor. (Example: If the Contractor spends only 1.5 preventative maintenance hours on each traction elevator per Qtr. then the monthly maintenance fee will be reduced by 50%).

- C. Coordinate and follow the directives of Owner with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of this Agreement.
- D. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement.
 - 2. In conformance with all legal statutes and Code requirements.
 - 3. In conformance with all applicable original equipment manufacturers' specifications.
 - 4. In conformance with Owner's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 - 5. In conformance with Owner's requirements for cleanup using containers supplied by Contractor.
 - 6. By qualified, careful and efficient employees in conformity with best industry practices.
 - 7. Diligently and in a first class, complete and workmanlike manner, free of defect or deficiency.
 - 8. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- E. Materials: The term "materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be;
 - 1. New
 - 2. Of the best quality and suitable for their intended use.
 - 3. Obtained from or recommended by original manufacturers of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturers. Equivalent parts may be used if approved by Owner in writing.
 - 4. Parts requiring repair shall be rebuilt to "like new" condition.
 - 5. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original equipment manufacturer of equipment to which the lubricant is applied.
 - 6. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to Owner upon installation.

7. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Agreement.
 8. Lubricants, cleaning fluids and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
 9. No consideration shall be given in regard to obsolescence of systems, materials or parts.
- F. No parts or equipment required by Services may be removed from the Property without approval of Owner. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor's sole property until installed on the equipment. Expediently replenish parts/materials as utilized.
- G. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of Owner, Owner's tenants, Owner's employees, Contractor's employees, and other persons on or about Property.

20.04 REPAIR, TO SATISFACTION OF OWNER, ANY DAMAGE TO THE PROPERTY AND ADJACENT AREAS CAUSED BY PERFORMANCE OF SERVICES.CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by a designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are properly performed. Contractor shall inform Owner of the name of its Supervisor responsible for execution of Services and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Owner of site inspection and provide Owner with written summary of findings within ten (10) calendar days after completion of site review.
- 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 liability with respect thereto.
- D. Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If Owner, in Owner's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to

Owner, then upon receipt of Owner's written notice, Contractor shall immediately provide qualified replacement persons.

- E. 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.

20.05 CONTRACTOR'S HOURS AND MANNER OF WORK

- A. Services, except as otherwise noted under this Agreement, shall be performed during the regular working days of the Elevator Trade. Provide callback service at no additional cost under the following conditions:
1. Between the hours of 8:00 am to 4:30 pm, Monday thru Friday.
 2. Callbacks during hours other than covered in 20.05.A.1 shall be in accordance with the terms and rates as established in Section 20.11.C.
 3. **Any call registered before 2:00 pm, Monday thru Friday will be responded to in the same day at no additional cost to the owner.**
 4. **Any call received after 2:00 pm, Monday thru Friday, that will not be responded to during normal working hours, will be responded to the following normal work day morning UNLESS authorization is received by the College maintenance manager authorizing overtime work.**
 5. **Any overtime work performed WITHOUT authorization by the College maintenance manger will not be billable.**
- B. Response time for callback service:
1. During the hours of 8:00 am to 4:30 pm, Monday thru Friday, Contractor shall arrive at Property within one hundred fifty (150) minutes from time of notification of equipment problem or failure by Owner.
 2. Hours outside those listed in 20.05, B.1, Contractor shall respond to callback service within one hundred and eighty (180) minutes from the time of notification by Owner.
 3. The above callback response times will be average times averaged over a six (6) month period.
- C. Penalty for failure to meet callback service response times:
1. If the Contractor fails to meet the average callback service response times listed in section 20.05.B.1 and 20.05.B.2 by more than 1 minute and less than 60 minutes over a six (6) month period of time, then the Contractor will credit the purchaser one (1) months maintenance cost.
 2. If the Contractor fails to meet the average callback service response times listed in section 20.05.B.1 and 20.05.B.2 by more than 60 minutes over a six (6) month period of time, then the Contractor will credit the Owner two (2) months maintenance cost.
 3. The maximum credit, due to callback service response time failure, that can be received by the Owner in a twelve (12) month period of time is four (4) months maintenance costs credits.
 4. The service response time failure maintenance cost credits in no way affect the possible credits the Owner can receive for failure to perform the required preventative maintenance hours as outlined in section 20.03.B.

- D. Callback is defined as any request for service or assistance by Owner or Owner's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction.
- E. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall be suspended until unit is restored to beneficial usage, excluding scheduled equipment repairs.
- F. Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the Owner, unless removal is necessitated for emergency repair or adjustment. Owner agrees to permit Contractor to remove units from service for a reasonable time during hours identified in Item 20.05, A.1., to perform Services

20.06 CONTRACTOR'S EXECUTION OF SERVICES

Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under this Agreement. Consistently maintain machine rooms, hoistways, pits, car tops and equipment in or on these areas in a clean condition.

- A. Check and adjust individual operational systems at planned intervals to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.
- B. At a minimum, perform all scheduled services as outlined in Appendix B, Contractors Preventative Maintenance Schedule and Section 20.06 of this Agreement.
- C. Lubricate equipment at intervals recommended by original equipment Manufacturer, or as dictated by equipment use or adverse environmental conditions.
- D. Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine room, machinery spaces, and pits shall be painted "deck gray." 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.
- E. Provide replacement lamps to maintain adequate lighting on the car top, in the elevator controller room, in the hoistway overhead space and in the elevator pits.
- F. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment. This includes damage caused by worn or mis-aligned door gibs.
- G. 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.
- H. Services shall be all inclusive with the following exclusions only:

1. 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 fourteen (14) calendar days of effective date.
2. Callbacks, repairs, modifications, adjustments or replacements required due to negligence, vandalism, accident or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
3. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices. Exception; see Item 20.06, G.
4. Mainline and auxiliary disconnecting means, fuses and electrical feeders to equipment control panels in machine rooms.
5. Lamps for normal car illumination.
6. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
7. Owner, tenants or other contractors, loading unit in excess of its rated car capacity or load classification.

Above exclusions shall apply 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, his employees, agents, subcontractors, or others for whom he is responsible.

20.07 CONTRACTOR'S COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all existing laws, codes, rules and regulations set forth by appropriate authorities having jurisdiction in location where services are performed. In the event of differing testing requirements between Agreement requirements and local codes or ordinances, the more stringent requirement shall prevail.
- B. Schedule, coordinate and complete statutory and other equipment tests including, but not limited to;
 1. Annual no load slow speed test of car safeties, governors and buffers.
 2. 5-year, full load, full speed test of car safeties, governors and buffers.
 3. Monthly Firefighters' service operational tests.
 4. Standby power operation tests on elevators.
 5. Quarterly operational tests of the battery pack for the car emergency lighting.
 6. Monthly car emergency communication device.
- C. Provide Owner with a minimum of fifteen (15) calendar days prior notification of tests. Submit written reports to Owner within ten (10) calendar days of completion of tests, confirming findings including corrective actions required and taken. Affix and maintain governmental jurisdiction number designations on all unit equipment in the machine rooms and pits including hoist machine, controller, car crosshead, electrical disconnect switches, buffers, etc.
- D. Affix metal tags to the tested devices and provide Owner with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable Code rule.

- E. Contractor shall provide coordination between the owner's hired inspector and the Contractor's personnel performing safety tests.
- F. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictional regulations within thirty (30) calendar days of the required timed constraint shall subject the Contractor to a \$100 per month penalty on each unit for each infraction beginning on the end of the month subsequent to the required date and continuing until Purchaser receives written notification from the Contractor of the completion of the required tests. Contractor shall attempt to schedule said tests in the presence of the local enforcing authority and/or the person designated by the Owner.

Scheduling difficulties shall not exempt the Contractor from performing tests in compliance with applicable Code or regulatory requirements.

In jurisdictions utilizing 3rd party private inspectors, the Contractor shall provide coordination, at no additional cost, to ensure that the statutory tests are performed within the required time period.

20.08 SPECIAL CONDITIONS

- A. Upon arrival and departure from property, all Contractor employees shall report to designated property personnel and manually sign a log book indicating name of person, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., a brief description of work accomplished, including car and/or group designation, and time of departure. Manual log provided by Contractor.
- B. Conspicuously post Preventive Maintenance Schedule and work log in each machine room. Alternately, collect preventive maintenance history and testing logs electronically within unit computer control system. Data shall be accessible by Owner via manual log or web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Owner shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.
- C. Maintain Owner's complete set of straight line wiring diagrams in good condition. 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. Owner shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event Agreement is cancelled. If Agreement is cancelled, Owner will withhold final payment due Contractor until all as built/as modified sets of wiring diagrams are delivered to Owner.
- D. 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.

- E. Local or National inspection fees in regard to operation of equipment covered by this Agreement, shall be paid by the Owner. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid proportionately by Contractor. (The Contractor will pay for the re-inspection costs based upon the number of violations in comparison to the number of violations that are the owners responsibility)
- F. Owner may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Owner. Contractor agrees:
 - 1. To obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by Owner as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Owner to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Owner's written approval, except to the extent necessary in connection with performing Services or when required by law.
 - 3. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of the Contractor without the prior written approval of Owner.

20.09 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. Equipment listing, type, and individual car performance requirements are covered under Appendix A of this Agreement. Equipment performance requirements indicated are the minimum standard, and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Agreement.
- B. Elevator Ride Quality: Horizontal and vertical acceleration within cars during all riding and door operating conditions shall not exceed 25 mg peak to peak in the 1 - 10 range; Measurement criteria ISO804.
- C. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration and accurate stop. Door operation shall be smooth and quiet.

20.10 OWNER'S RIGHT TO AUDIT SERVICES

- A. Owner reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within fifteen (15) calendar days at Contractor's expense.
- B. A qualified vertical transportation consultant acceptable to both parties may be retained by Owner to perform audit of Services and mediate disputes. Opinions of the consultant will be a final determination with regards to the performance of scope of work covered under this agreement.

20.11 AGREEMENT AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

During the term of this Agreement, Owner shall pay Contractor on or before last day of each and every month the sum of \$ _____ per month, including all applicable taxes, for faithful performance of Services completed for prior month subject to the following:

- A. Agreement amount shall be subject to review and adjustment at the end of each 12 month 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. 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. Total price escalations shall be limited to a maximum of 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to Owner of pending price adjustment for both labor and material.
- B. The words “fringe benefits” mean employee benefits granted in addition to direct hourly labor rate, and include but are not limited to accruals for pensions, vacations, paid holidays, group life, and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.
- C. If straight time work is required, outside scope of Services, hourly rates below apply. If overtime work is required, within the scope of Services, Owner will pay only difference between straight time and overtime labor at hourly rates indicated below. If overtime work is required outside scope of Services, straight time rate plus applicable overtime premium will be basis for hourly charges. Contractor may adjust rates in accordance with Item A. above, labor portion only.

HOURLY BILLING RATES	MECHANIC	HELPER	TEAM
Straight Time	\$		
Overtime Premium/Differential	\$	\$	\$

- D. Payment for Services shall not be deemed acceptance of defective, deficient or non-conforming services.

20.12 INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies acceptable to Owner and lawfully authorized to do business in the State in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for the limits of liability

specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. Insurance required hereunder or otherwise obtained shall in no way reduce or limit the obligations of the Contractor under this Agreement.

- B. Before the commencement of the Work and until Final Payment, the Contractor shall procure, deposit, and maintain, for the Owner's benefit, the following insurance satisfactory to the Owner:
- C. Worker's Compensation and Employer's Liability Insurance as required by the Worker's Compensation laws of the State in which the Project is located.
- D. Commercial General Liability Insurance, including coverage for premises, operations, completed operations and products liability, contractual liability, broad-form property damage, independent contractors' liability and personal injury, written on an "occurrence" basis as follows:
1. Limits of Liability
 - Bodily Injury
 - \$2,000,000 each occurrence
 - \$2,000,000 aggregate
 2. Property Damage
 - \$5,000,000 each occurrence
 - \$5,000,000 aggregate operations
 - \$5,000,000 aggregate protective
 - \$5,000,000 aggregate products
 - \$5,000,000 aggregate contractual
- E. The Commercial General Liability Policy shall provide insurance for the Contractor for bodily injury to third parties and property damage to third parties' property, other than to the Work, arising out of:
- Work performed by the Contractor itself with its own employees, called "Premises – Operations."
 - Work performed by the Contractor's Subcontractors, called "Sublet Work" or "Independent Contractors."
 - Broad-form Contractors' Liability assumed under this Agreement, called "Hold Harmless Clauses" or "Indemnity Agreements."
 - Products Liability coverage covering the completed building/operations and installation of products furnished for a period of at least one (1) year after final completion of the Work.
 - If any Work is to be performed below the surface of the ground, the coverage under this insurance shall be extended to include protection against property

damage caused by explosion, collapse of structure and damage to underground pipes and utilities.

- The coverage under this insurance shall include a broad-form property damage endorsement.
- F. Commercial Automobile Liability Insurance covering Bodily Injury and Property Damage, as follows:
- Minimum Limit of Liability - The Combined Single Limit for Bodily Injury and Property damage is \$1,000,000 for each occurrence.
 - This insurance shall extend to all owned, rented, and hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of this Contract.
- G. Excess liability insurance in an amount of Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate following the form and amounts of the primary insurance, Worker's Compensation and Employer's Liability Insurance.
- H. In Lieu of naming "St. Petersburg College Board of Trustees" as additional insured, the Contractor shall provide, at its sole cost, an Owner's and Contractor's Protective Liability (OCPL) Policy. The OCPL shall list "St. Petersburg College Board of Trustees" as the named insured and shall have policy limits of Five Million Dollars (\$5,000,000.00)

20.13 INDEMNIFICATION

- A. The Contractor acknowledges that it has reviewed site 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 adjustment, repair or replacement of all equipment for which the Contractor is responsible under this Agreement.
- B. To the extent permitted by law, Contractor shall indemnify, and hold harmless Indemnified Parties from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, penalties, judgments, liens, encumbrances, order and awards, whether foreseen or unforeseen, direct or indirect, all of which are collectively referred to as "claims," howsoever caused, which directly or indirectly relate to or result wholly or in part from, or are alleged to relate or result wholly or in part from:
1. Services performed or required to be performed by the Contractor.
 2. Any violation of this Agreement by the Contractor.
 3. Any action or omission of the Contractor outside the scope of this Agreement.
 4. Utilization of electronic diagnostic devices or capabilities in performance of Services.
- C. Neither party shall be liable for consequential damages to the other party.
- D. Such indemnity shall include reasonable attorneys' fees, experts' fees, court costs, and other related expenses arising out of any matter covered by foregoing indemnity, except the extent of claims excluded under item 20.13.E. Contractor shall initially defend claims

hereunder on behalf of Indemnified Parties through counsel approved in writing by Owner (not unreasonably withheld), until such time as such counsel determines that exclusion in item 20.13.E may apply, or such counsel otherwise has a conflict of interest, or Owner or Owner's insurer reasonably determines that such counsel's performance is unsatisfactory. Contractor's counsel shall then withdraw its representation of Indemnified Parties and transfer all relevant files and documents to a counsel designated, in writing, by Owner or other Indemnified Party. Owner or other Indemnified Party shall assume responsibility at that time for its defense and payment of its attorney's fees and costs are subject to reimbursement of such reasonable attorney's fees and cost by Contractor unless item 20.13.F applies.

- E. Neither party shall be liable to the other party or any outside party for any loss, damage, or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, epidemic or pandemic, or by any cause beyond the party's control.
- F. Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party, parties, seeking to be indemnified, whether determined by a court of competent jurisdiction with all appeals expired or exhausted, or pursuant to a written settlement and release agreement reasonably approved in writing by Contractor and Owner, and by their respective insurers, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.
- G. The Contractor's responsibility for indemnity, defend and hold harmless is limited to the Contractor's acts, actions, omissions and neglects and in no way to include the acts, actions, omissions, neglects or bare allegations of a party indemnified hereunder.
- H. The term "Indemnified Parties" herein shall mean Owner, and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants and employees of all of the foregoing and anyone else acting for or on their behalf.
- I. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Agreement for one year.

20.14 NOTICES

- A. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the parties to Agreement or such other address as the parties may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first-class pre-paid letter, email or facsimile transmission, and shall be deemed to have been served by hand when delivered, if by first class mail forty-eight (48) hours after posting, and if by email or facsimile transmission when dispatched, provided that a confirming copy is sent by first class pre-paid post to the other party at the address specified within twenty-four (24) hours after transmission.
- B. Each party will notify the other when they become aware of the death or injury to any person or damage to property arising from the use of the Equipment

20.15 OWNER'S RESPONSIBILITIES

- A. Provide clear, safe and convenient access to Property and equipment rooms.

- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear and electrical feeders to unit controllers.
- C. Maintain equipment room heating and air conditioning systems.
- D. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
- E. Prevent storage of Property or other Contractors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
- F. Maintain standby power generator systems and related switch gear and feeders.
- G. Maintain equipment rooms, hoistways, wellways, and pits in Code compliant dry condition.
- H. Coordinate with Contractor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.

20.16 PREVIOUS REPRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole Agreement between the parties hereto.

20.17 EXTENT OF LAW

This Agreement shall be interpreted in accordance with the laws of the State of Florida.

20.18 TIME

Time shall be of the essence in the performance of the terms of this Agreement.

20.19 EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date noted below.

St. Petersburg College

CONTRACTOR

OWNER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**APPENDIX A
EQUIPMENT
PERFORMANCE REQUIREMENTS**

Elevator	Car Speed	Stopping Accuracy
All Hydraulic	Within 5% of rated speed	$\pm 3/8"$
All Traction	Within 3% of rated speed	$\pm 1/4"$

1. Car stopping accuracy shall be measured under all load conditions.
2. Rated car speed, regardless of load, shall not vary more than $\pm 3\%$ for traction elevators and $\pm 5\%$ for hydraulic elevators.

EXHIBIT B**Description of Elevators included in Maintenance Agreement**

Campus	Unit/Bldg. Name	Manufacturer	Landings	Capacity	Type	S.S.#
ALLSTATE	Allstate Bldg. #1	Virginia Controls	2	2500	Hydraulic	8535
ALLSTATE	Heart Bldg. #1	General Elevator	2	2100	Hydraulic	39605
CLEARWATER	Business Tech #1	Dover/DMC-1	2	2100	Hydraulic	48155
CLEARWATER	Fine Arts/Auditorium	Access Industries	2	750	W/C Lift	58979
CLEARWATER	Library #1	Eastern Elevator	2	2500	Hydraulic	6705
CLEARWATER	Natural Science Bldg.	Schindler/330A	2	2500	Hydraulic	94901
EPI CENTER	District Office Bldg.	Dover/DMC-1	2	2500	Hydraulic	52098
EPI CENTER	Tech Center #1	Dover/DMC-1	2	2100	Hydraulic	49988
EPI CENTER	Tech Center #2	Elevator Controls H800	2	2100	Hydraulic	86022
EPI CENTER	Tech Center #3	Elevator Controls H800	2	2100	Hydraulic	86023
EPI CENTER	Services Bldg.	Elevator Controls H800	2	2500	Hydraulic	85583
HEALTH EDUCATION CENTER (H.E.C.)						
H.E.C.	H.E.C. #1 passenger	Elevator Controls H800	2	2500	Hydraulic	9689
H.E.C.	H.E.C. #2 passenger	Schindler/330A	2	2500	Hydraulic	92950
H.E.C.	H.E.C. freight	Schindler/330A	2	4500	Hydraulic	92951
H.E.C.	Annex Bldg.	Otis / LRVII	4	2500	Hydraulic	35805
H.E.C.	Annex Bldg.	Otis / LRVII	4	2500	Hydraulic	35806
PALLADIUM	Passenger #1/front	Otis	2	1800	Traction	8603
PALLADIUM	Passenger #2/rear	Schindler	2	4000	Hydraulic	96095
PALLADIUM	w/c Lift	Access Industries	2	750	W/C Lift	96715

Description of Elevators included in Maintenance Agreement (Exhibit B continued)

Campus	Unit/Bldg. Name	Manufacturer	Landings	Capacity	Type	S.S.#
SEMINOLE	UPC Passenger	Otis / 211	2	3500	Hydraulic	60192
SEMINOLE	UPC Digitorium	Garaventa	2	750	W/C Lift	60446
SEMINOLE	Library	Otis / 211	2	3500	Hydraulic	63172
SEMINOLE	Dental Bldg.	Otis / 211	3	3000	Hydraulic	87742
ST. PETE/GIBBS	Tech Bldg.	Otis / 211	2	2500	Hydraulic	55095
ST. PETE/GIBBS	Natural Sciences (NS)	TKE / TAC 20	3	2500	Hydraulic	74134
ST. PETE/GIBBS	Library	Kone / KCM	2	2500	Hydraulic	86730
ST. PETE/GIBBS	Ethics & Fine Arts Bldg.	Dover / DMC1	2	2500	Hydraulic	47442
ST. PETE/GIBBS	Student Services Bldg.	TKE / TAC 20	2	2500	Hydraulic	95290
ST. PETE/GIBBS	Social Arts Bldg.	Kone	3	2500	Hydraulic	60643
ST. PETE/GIBBS	Language Arts (LA)	General Elevator	2	2100	Hydraulic	32056
ST. PETE/GIBBS	Administration Bldg.	Dover / DMC1	2	2500	Hydraulic	57247
ST. PETE/GIBBS	Music Center Bldg.	Access Industries	2	750	W/C Lift	58093
ST. PETE/GIBBS	Planetarium	Garaventa	2	750	W/C Lift	87339
TARPON SPRINGS (Tarpon Spr.)						
TARPON SPR.	Bilarakis Bldg.	TKE / TAC 20	2	2500	Hydraulic	98156
TARPON SPR.	Fine Arts (LRMA)	Dover / DMC1	2	7000	Hydraulic	60614
TARPON SPR.	Lyceum Bldg.	Dover / DMC1	2	2100	Hydraulic	49019
DOWNTOWN	5 story / Freight	TKE / TAC 20	5	5000	Hydraulic	95718
DOWNTOWN	5 story / Passenegr	TKE / TAC 50	5	3500	Traction	95719

Exhibit C

CAMPUS LOCATION(S) AND CONTACT INFORMATION

TARPON SPRINGS CAMPUS

600 Klosterman Road
Tarpon Springs, FL 34683

Olin Conrad (727)-712-5763

HEALTH EDUCATION CENTER/CAMPUS

7200 66th Street N.
Pinellas Park, FL 33781

Chris Dixon (727)-341-3621

CLEARWATER CAMPUS

2465 Drew Street
Clearwater, FL 33765

John Shoffner (727)-791-2650

ST. PETERSBURG/GIBBS CAMPUS

6605 5th Avenue N.
St. Petersburg, FL 33710

Gary Gray (727)-341-4606

EPI CENTER CAMPUS

14025 58th Street N.
Clearwater, FL 33760

JR Lenges (727)-341-3097

SPC DOWNTOWN CAMPUS

244 Second Avenue N.
St. Petersburg, FL 33701

Bill Strehl (727)-341-7909

SEMINOLE CAMPUS

9200 113th Street N.
Seminole, FL 33772

Steve Vaughn (727)-394-6140

PALLADIUM

253 5th Avenue N.
St. Petersburg, FL 33701

Bill Strehl (727)-341-7909

ALLSTATE CENTER

3200 34th Street S.
St. Petersburg, FL 33711

Matt Davies (727)-341-4424