



LERCH BATES

Building Insight

**PHYSICIAN'S REALTY TRUST
LERCH BATES MAINTENANCE SPECIFICATION
REQUEST FOR QUOTATION**

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TABLE OF CONTENTS

SECTION 143250 - LERCH BATES MAINTENANCE SPECIFICATION (LBMS)	3
PART 1 GENERAL.....	3
1.1 PARTIES.....	3
1.2 DUTIES OF CONTRACTOR.....	3
1.3 AGREEMENT INTENT	3
1.4 OBSOLESCENCE	4
1.5 TERM OF AGREEMENT	5
1.6 CANCELLATION.....	5
1.7 CONTRACTOR SERVICES	6
1.8 CONTRACTOR COMPLIANCE WITH LAWS	6
1.9 CONTRACTOR'S EMPLOYEES	7
1.10 HOURS AND MANNER OF WORK.....	8
1.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES	10
1.12 SCHEDULING OF WORK	10
1.13 ELEVATOR CALLBACK FREQUENCY	11
1.14 PERFORMANCE REQUIREMENTS	11
1.15 REMOVAL OF UNITS FROM SERVICE	12
1.16 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK.....	12
1.17 EXCLUSIONS	12
1.18 REMOVAL OF PARTS.....	13
1.19 MACHINE ROOMS.....	13
1.20 WIRING DIAGRAMS.....	13
1.21 MAINTENANCE CONTROL PROGRAM.....	14
1.22 SPECIAL CONDITIONS	14
1.23 PURCHASER'S RESPONSIBILITIES	16
PART 2 EXECUTION.....	18
APPENDIX A – AWARDED PROPERTY LIST, PRICING, MINIMUM MAINTENANCE HOURS PER UNIT TYPE, AND HOURLY RATES	19
APPENDIX B - KEY PERFORMANCE INDICATORS.....	23
APPENDIX C - DEFINITIONS	24
APPENDIX D - EXTENT AND SCOPE OF SERVICES	25
APPENDIX E - CODE-MANDATED TESTS.....	28
APPENDIX F - INSURANCE	31
APPENDIX G - INDEMNIFICATION.....	33
APPENDIX H – SUBMITTED BIDDING DOCUMENTS	34

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**SECTION 143250 -
LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

PART 1 GENERAL

1.1 PARTIES

- A. The parties to this Agreement (the "Agreement") are Physicians Realty L.P. ("Purchaser", ("Owner" is a wholly owned subsidiary of Physicians Realty L.P.)) and TK Elevator ("Contractor"). The contract start date is the date this Agreement is executed by Purchaser or their Designated Representative. The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser.
- This agreement covers elevators listed in Section 143250, Appendix A.

1.2 DUTIES OF CONTRACTOR

- A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

1.3 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the elevators in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:
1. Safe, consistent, and reliable operation
 2. Maximum operational performance
 3. Maximum beneficial usage
 4. Maximum life cycle
- B. Contractor acknowledges Purchaser is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Agreement intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Agreement, and will leave it in a condition acceptable to Purchaser, or a mutually agreeable third-party consultant, at the termination date.
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Agreement.
- E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Travel time clearly identified and a separate line item on technician's time sheet.
 2. Site arrival time and departure time clearly identified on technician's time sheet.
 3. Service call and work description clearly identified on technician's time sheet.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

4. Billable material cost backup.
 5. Travel expenses and/or surcharges of any type shall not be allowed.
 6. Contractor's invoice must include clear and concise detail of service call and work complete.
 7. Contractor's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
 8. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.
 9. Contractor agrees to bill Purchaser for upgrades or billable repairs with 60-days of completion of project or invoice will be credited.
 10. Contractor agrees to respond to any requests for invoice clarification within 15 calendar days of a request from the property or contractor. Failure to respond will result in the invoice being credited in full.
 11. Contractor will, at the request of Owner, Purchaser or their representative provide any and all requested invoices and/or proposals submitted by contractor. This request may also include all paid or outstanding invoices/proposals submitted within the previous 12 calendar months.
- F. Contractor will, at the request of Owner, Purchaser or their representative provide any and all requested invoices and/or proposals submitted by contractor. This request may also include all paid or outstanding invoices/proposals submitted within the previous 12 calendar months
- G. Contractor will, at the request of Owner, Purchaser, or their representative provide any and all invoices to Lerch Bates for reconciliation prior to the invoices being submitted to the Owner, Purchaser, or their representative
1. This process may include a 14-day turnaround.

1.4 OBSOLESCENCE

- A. Definition of Obsolescence: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third-party parts supplier or fabricator in the same form, fit and function.
- B. During the term of this agreement, any system, component, or part not meeting the Definition of Obsolescence shall be covered as prescribed in this document. Systems, Components or Parts which are repairable or re-buildable as noted above shall be covered under the following conditions:
1. Part is repairable, in the same form and fit, either through the manufacturer or through any third-party provider, up to the cost that the original part would have been at its latest available date.
 2. Part can be purchased or manufactured, in the same form and fit, up to the cost that the original part would have been at its latest available date.
 3. Additionally, if cost of the part repair or fabrication is greater than the original part, Contractor shall submit documentation to substantiate the original part cost and the current repair/fabrication cost. Purchaser shall not be responsible for additional labor cost associated with this repair or fabrication.
- C. Should a part become obsolete meeting the definition within this section, the Contractor shall submit the following:
1. A separate quotation to the Purchaser stating:
 - a. The cost of the obsolete part and the cost of the replacement part. Purchaser shall only be responsible for the cost difference in parts.
 - b. The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. Purchaser shall only be responsible for the cost difference in labor.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

2. Documentation to substantiate the part is obsolete and attempts to locate third party providers has occurred for any material cost associated with the part.
3. Documentation as to equipment changes required to replace the obsolete part with that of the new part for any labor costs associated with the part replacement.

- D. If contractor, third party consultant, or Purchaser receive a notice of “component or part obsolescence” from a third-party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the contractor, during this agreement then Purchaser will evaluate a claim of obsolescence. Claim may include only the necessary retrofit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.
- E. No other claim for obsolescence of any kind will be considered by the Purchaser during this agreement.

1.5 TERM OF AGREEMENT

- A. The term of this Agreement is a five-year two-month term beginning November 1, 2021 and terminating December 31, 2026. If Contract is not renewed after the initial term of five years, work shall continue at fifth year pricing until a new agreement is executed. This Agreement shall be subject to termination as provided within this document
- B. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall send invoices detailing the fees in Section 00310, and other charges to **Purchaser by the 15th day of each quarter to:**

vendors@docreit.com

1.6 CANCELLATION

- A. If Contractor violates any provision or fails to properly perform services required by this Agreement on any unit, Purchaser shall advise Contractor in writing of deficiencies and shall allow Contractor ten working days unless otherwise agreed, to formalize a deficiencies correction action plan at Contractor’s expense and to Purchaser’s sole satisfaction. If Contractor fails to comply or remedy in the allotted time, Purchaser shall have right to retain a qualified Elevator Consultant acceptable to both parties to conduct a non-binding mediation of any disputes as identified in this document as: PURCHASER’S RIGHT TO INSPECT AND REQUIRE WORK.
- B. Purchaser, after an additional ten calendar days’ written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it shall reimburse Purchaser for any expenses incurred. Purchaser shall deduct said expense from any sum owed to Contractor.
- C. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- D. If any property covered by this Agreement is sold, new Owner may extend this Agreement at its discretion by assignment or other means.
- E. Purchaser may modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is any “Alteration” as defined by Code. Any modernization will be competitively bid and if the successful bidder is not the current Contractor then the Contractor agrees that this contract may be cancelled at the sole discretion of the Owner. The Owner is under no obligation to include the Contractor in the bidding process.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- F. If this Agreement Is Cancelled:
1. Contractor agrees to take actions reasonably necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 2. Contractor shall immediately deliver to Purchaser all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (supplied or owned by Purchaser or Owner), access codes (owned by Purchaser or Owner), and other materials and documentation related to and required to facilitate services required by this Agreement.

1.7 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.
- B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
- C. Services shall be performed as follows:
1. In conformance with all provisions of this Agreement including Sections 00310 and 143250.
 2. In conformance with all applicable original equipment manufacturer's specifications.
 3. In conformance with the written Maintenance Control Program (MCP).
 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 6. To Purchaser's satisfaction in conformance with this agreement.
 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
 9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- D. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.
- E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.
- F. Contractor's additional services:
1. Attendance and assistance to facilitate Emergency Power testing.
 2. Attendance and assistance to facilitate Fire Service testing.

1.8 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed that

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

are in effect at the time of execution of this Agreement. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.

- B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such tests, installation, or services.
- C. Contractor must complete all code-mandated testing and work tasks as detailed in Appendix E.

1.9 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 the 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 the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to Purchaser. Purchaser shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees.
- D. If Purchaser, in Purchaser'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 Purchaser, then upon Purchaser's 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 Purchaser. Purchaser'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.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.
- G. Contractor represents and warrants that it has done all appropriate background check and investigations of employees and is solely responsible for the actions of their employees in the execution of Services under this Agreement.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)****1.10 HOURS AND MANNER OF WORK**

- A. All work, except as otherwise noted in this Agreement, including unlimited call-back service, shall be performed during the building's regular hours. These hours are 7:00 a.m. to 5:00 p.m. Purchaser, at its option, may request callback or normal service within the scope of this Agreement at no additional cost during those hours. Emergency callback service requested prior to 4:30 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be in accordance with Article 1.9 E.
- B. Overtime Callbacks Alternate I:
1. When Purchaser requires emergency callback services to be performed at times other than normal hours, compensation for such service shall be non-billable and included in the monthly lump sum price.
- C. Response Time for Callback Service:
1. During regular time hours identified in Article 1.9 A. Contractor shall arrive at Property within 120 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates. Property(ies) designated in Section 143250 Appendix A as "exempt" shall be excluded from this requirement.
 2. During the regular time hours identified in Article 1.9 A, Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes from time of notification by Purchaser. Properties designated in Section 143250 Appendix A as "exempt" shall be excluded from this requirement.
 3. During hours outside those identified in Article 1.9 A. Contractor shall arrive at Property within 180 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates. Property(ies) designated in Section 143250 Appendix A as "exempt" shall be excluded from this requirement.
 4. During hours outside those identified in Article 1.9A, Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes from time of notification by Purchaser. Property(ies) designated in Section 143250 Appendix A as "exempt" shall be excluded from this requirement.
- D. If additional work within the scope of this Agreement is requested during overtime hours, Purchaser shall pay only the difference between regular time and overtime hours at the hourly rates indicated in within Section 00310.
- E. If additional work beyond the scope of work enumerated in this Agreement is requested during regular hours, the regular time hourly rates shown below shall apply at the hourly rates indicated in within Section 00310.
- F. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in within Section 00310.
- G. Minor Shutdown: Typical, readily available, in warehouse stock-able or adjustment related components. If a unit shuts-down or is removed from service for repair (as covered by the terms of this Agreement) Contractor shall be responsible for ensuring that minor shutdowns and/or breakdowns are repaired so the affected unit is not out of service for more than twenty-four (24) total hours after contractor has been notified of the problem.
1. Minor shutdowns and/or breakdowns including but not limited to issues such as door rollers, door belts, hoistway roller guides/slide guides, electrical or mechanical adjustments, fuses, relays, contacts, safety switches, etc.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

2. Owner will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement distributors being closed due to weekend or holiday hours (Contractor responsible for providing formal documentation/notification of delay/s).
 3. Contractors' failure to timely complete such repairs will constitute a default by Contractor. Contractor shall complete such repairs on an overtime basis, as directed by Owner, at no additional cost to Owner
- H. Regular Shutdown: Typical, readily available systems, subcomponents which can be procured via standard stock, overnight delivery, etc. If a unit shuts-down or is removed from service for repair (as covered by the terms of this Agreement) Contractor shall be responsible for ensuring that typical/average shutdowns and/or breakdowns are repaired so the affected elevator/unit is not out of service more than forty-eight (48) total hours after contractor has been notified of the problem.
1. Typical/average shutdowns and/or breakdowns including but not limited issues such as wye-delta contacts, starter contacts, valves, pump motors, hydraulic packings, microprocessor boards, push buttons, etc.
 2. Owner will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement distributors being closed due to weekend or holiday hours (Contractor responsible for providing formal documentation/notification of delay/s).
 3. Contractors' failure to timely complete such repairs will constitute a default by Contractor. Contractor shall complete such repairs on an overtime basis, as directed by Owner, at no additional cost to Owner
- I. Major Shutdown: Major components requiring fabrication, equipment specific modifications/specializations, extended trucking/delivery due to size, etc. If a unit shuts-down or is removed from service for repair (as covered by the terms of this Agreement) Contractor shall be responsible providing Owner a written schedule within 48 hours for the repair and for ensuring that major shutdowns and/or breakdowns are repaired so the affected elevator/unit is not out of service more than ninety-six hours (96) total hours after contractor has been notified of the problem. Upon approval of the repair schedule by Participant, Supplier shall be responsible to meet all commitments therein.
1. Typical/average shutdowns and/or breakdowns including but not limited issues such as hoist ropes, worm gear, drive repair/replacement, etc.
 2. Owner will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement distributors being closed due to weekend or holiday hours (Contractor responsible for providing formal documentation/notification of delay/s).
 3. Contractors' failure to timely complete such repairs will constitute a default by Contractor. Contractor shall complete such repairs on an overtime basis, as directed by Owner, at no additional cost to Owner
- J. Travel time billed in response to any callback shall be a maximum of 90 minutes per round trip for travel for any callback at the same rate as specified in Section 00310 Article 1.8.
- K. Overtime travel time in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of two hours per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated at the same rate as specified Section 00310 Article 1.8.
- L. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
- M. During peak passenger traffic times, Purchaser requires all elevators to be in operation. The elevator Contractor shall not remove elevators from service during these times without

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

authorization. The peak traffic times are Monday thru Friday 7:30-9:30 a.m. and 4:30-6:00 p.m.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)****1.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES**

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Section 143250 Appendix A (see detailed scheduled hours).
- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Section 143250 Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- C. Contractor's Employees Shall:
1. Upon arrival and departure all Contractor employees must register in the log maintained at Purchaser's location. In addition, Purchaser may require Contractor's employees to check in with designated personnel each time they enter the building.
 2. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure. A sample of the maintenance logbook is in Appendix I and a sample of the callback log is in Appendix J.
 3. When departing the property, Contractor's personnel shall sign the maintenance logbook indicating as listed above under item C. 2.
 4. In addition, Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property.
 5. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser or supplied by Contractor.
- D. If the hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser. If the hours expended fall below those required for two three-month rolling average periods, the Purchaser shall have the right to a credit in the amount of the shortfall in hours for every three-month rolling average period after the first period. This metric will reset after each period where the hours expended meets or exceeds those required.
- E. Quarterly, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
1. A review of the previous quarter's callbacks
 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service
 3. A review of any reported complaints
 4. Such other elevator-related items as may be appropriate
 5. A review of on-site spare equipment or parts for the elevators
 6. A review of maintenance hours
 7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.

1.12 SCHEDULING OF WORK

- A. Within thirty days of receipt of a fully executed copy of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

one or more elevators within the initial 90 days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the meeting referenced in Article 1.12 E.

- B. Pre-Maintenance Repairs: All work detailed and accepted by Purchaser at award of Agreement as pre-maintenance repairs must be completed per the schedule agreed upon between Contractor and Purchaser.

1.13 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.
- B. Total callbacks for equipment failure on any elevator shall not be more than .33 per unit per month for one quarter, as indicated in Appendix A. This requirement will start 90 days after any new facility opts into this agreement.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.14 PERFORMANCE REQUIREMENTS

- A. Contractor agrees to maintain the following minimum performance requirements for the gearless, geared, gearless machine-room-less (MRL), and hydraulic elevators designated in table located in Section 143250 Appendix B
1. Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center opening doors or 1/2 open for side opening doors, per Section 143250 Appendix A. Times shown are ± 0.2 seconds.
 2. Door opening times are measured in seconds from start of car door open until doors are fully open, per Section 143250 Appendix A. Times shown are ± 0.1 seconds.
 3. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by code. Times shown are ± 0.1 seconds. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
 4. Stopping accuracy shall be measured under all load conditions and maintained per Section 143250 Appendix A. Standards shown are maximum allowable from no load to full load.
 5. Variance from rated speed, regardless of load, shall not exceed the following:
 - a. 3% for closed loop equipment.
 - b. 5% for open loop equipment.
 - c. +10% up/-20% down, no load, for hydraulic equipment.
 6. Door opening and closing shall be smooth and quiet, with smooth checking at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
 7. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
 8. Elevator cars shall travel smoothly and quietly through the hoistways.
 9. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.
 10. Car Ride Quality and Noise: All elevators shall be maintained and adjusted to meet the performance requirements per these specifications for each property and within the following parameters:
 - a. Vertical acceleration and deceleration shall be constant and not exceed 4 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.
 - b. Sustained jerk shall not exceed 6 feet/second³.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- c. Measured noise levels in any moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower or fan on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from the machine, pump unit, ropes, sheaves, motor generator sets, platforms, cab walls, or car guides unless it is mutually determined by Contractor and Purchaser that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under this Agreement or a related agreement. The contractor will have 90 days after property opts into this agreement to identify any elevator or escalator not able to meet this requirement.

1.15 REMOVAL OF UNITS FROM SERVICE

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by Purchaser. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with Purchaser shall be provided.

1.16 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections, or tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Contractor.
 - 1. If said deficiencies are not corrected at the time of the follow-up review within 90 days,, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of \$250/hour portal to portal.
 - 2. Failure to correct the deficiencies found, as a part of this section, to the satisfaction of the Purchaser or their representative subject this agreement to cancellation as noted within this document
- B. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense. This includes deficiencies discovered as a part of this section.
- C. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Purchaser, after thirty days' written notice to Contractor listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- D. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant's fees equally.
- E. A qualified vertical transportation consultant may be retained by Purchaser to perform any of Services and mediate disputes noted in 1.17 or elsewhere in this agreement.

1.17 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, vandalism, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.
2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
4. Lamps for car, machine room and pit illumination. Contractor shall replace pit lamps if such items are provided by Purchaser.
5. Smoke and heat sensors and related life safety equipment.
6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
10. Access Control Equipment, Software, Hardware, Programming:
 - a. Exclusive of elevator traveling cables
 - b. Termination points within elevator systems in control room and car
11. Upgrades to Control/Dispatching systems: (not to include software updates).
12. Below ground hydraulic cylinders and piping.

- B. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special, or consequential damages of any kind that arise out of or related to this Agreement.

1.18 REMOVAL OF PARTS

- A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Purchaser. This does not include renewal parts stocked on the job by Contractor but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Purchaser, which shall remain its sole property until installed on the equipment.

1.19 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.
- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

1.20 WIRING DIAGRAMS

- A. Wiring diagrams shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- B. For each piece of equipment under service, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third-party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Purchaser may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if Purchaser's set of drawings or manuals cannot be located at that time.

1.21 MAINTENANCE CONTROL PROGRAM

- A. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 or the AHJ Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1. Documentation of the MCP must be kept in a visible location in each machine room. When accepted by Purchaser, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become Section 143250 Appendix H to this Agreement.
- B. Contractor, on Purchaser's behalf, shall conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Purchaser via manual log, web access and hard copy printout as permitted by local code 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. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

1.22 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Section 143250 Appendices A and B.
1. Callback frequency
 2. Callback response time
 3. Mean time between callbacks
 4. Availability
 5. Maintenance actions and/or Maintenance Hours
- B. Contractor will provide Enterprise Resource Planning (ERP) data downloads available for consultant down load from our Customer Service Portal , on a minimum 24-hour cycle. This data will include but not be limited to the following requirements:
1. Callback – Repair Log containing:
 - a. Client' individual unit identifier will be in column marked Nick Name from CSP and provided by client.
 - b. Service Provider's individual Unit identification number
 - c. Service Provider's individual Client code or identifier
 - d. Date and time call was placed
 - e. Date and time technician arrived
 - f. Date and time unit was removed from service
 - g. Date and time unit was returned to service
 - h. Callbacks must be delineated by:
 - misuse of equipment or vandalism

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- entrapment

2. Maintenance Log containing
 - a. Client's individual unit identifier.
 - b. Service Provider's individual Unit identification number
 - c. Service Provider's individual Client code or identifier
 - d. Date of maintenance action, including beginning and completion times.
 - e. Detail/number of maintenance performed
 - f. Maintenance minutes/hours expended by unit
 - g. All AHJ required testing completion dates
- C. Purchaser requests that this information be assessable via Application Programming Interface (API) calls initiated by Contractor and further requests that Contractor meet its requirements set forth in this paragraph 3(a) through 3(d) below. Purchaser recognizes, however, that API is not currently available and is instead the subject of development initiatives by Contractor and that Contractor cannot (and will not) meet the requests set forth in paragraphs 3(a) through 3(d) below. Upon marketplace availability of API by Contractor, and Consultant review and acceptance of API work product, Contractor agrees to offer API capability to Purchaser at a mutually agreeable cost and terms memorialized via an amendment to any agreement associated with this specification.
 - a. Contractor will provide Portfolio Information data via API endpoint on a frequency no greater than one week on the sites/buildings/units under contract.
 - b. Contractor will provide Callback and Maintenance data to API endpoint on a frequency no greater than 24 hours
 - c. Contractor will provide specific information on how to access the API, including authentication, methods, and message schemas, via a API developer guide. Contractor will notify Lerch Bates of any new API versions published and that require an update to Lerch Bates system(s) to consume the latest version within ninety (90) calendar days
- D. Upon authorization from Purchaser, Contractor will provide Consultant credentialed access to reporting via customer service portal.
- E. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.
- F. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices purchased by Purchaser, shall be maintained and upgraded by Contractor during the term of this Agreement and shall remain Purchaser's property at the expiration or cancellation of the contract.
- G. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
- H. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 1. To treat, and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Purchaser 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 Purchaser to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
- I. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser or Property Manager's name or the name of any affiliate of Purchaser or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser and Property Manager, as

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

applicable.

- J. Purchaser and Owner will not use Contractor provided software except in connection with the use and operation of the equipment. Purchaser and Owner will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
- K. Contractor's work shall not include any abatement or disturbance of asbestos containing material, presumed asbestos containing materials, or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement shall be the Purchaser or Owner's sole responsibility and expense.
- L. Any component installed by the contractor during the term of this agreement shall become included in the general MCP and covered as any other standard component within this agreement.

1.23 PURCHASER'S RESPONSIBILITIES

- A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.
- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
- C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90° F, non-condensing.
- D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
- E. Prohibit storage of Property equipment or supplies in elevator 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, and pits in a code-compliant and dry condition.
- H. Coordinate with Contractor in regard to Purchaser's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
- I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

PART 2 EXECUTION

2.1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DATE NOTED BELOW:

DocuSigned by:
Matt Mitchell
.....
10264B6C436142C...

DocuSigned by:
David Domres
.....
8E00718006284E4...

TK Elevator

Physician's Realty L.P.

BY: Matt Mitchell
.....

BY: David Domres
.....

TITLE: National Account Manager
.....

TITLE: Vice President
.....

DATE: 10/29/2021
.....

DATE: 10/29/2021
.....

END OF SECTION

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

**APPENDIX A -
AWARDED PROPERTY LIST, PRICING, MINIMUM MAINTENANCE HOURS PER UNIT TYPE, AND
HOURLY RATES**

Awarded Property List

Site ID	Site Name	Address	Site City	Site State	Zip code	Award	Number of Units	Monthly Maintenance Price
al_0002	Brookstone Physician Center	1701B Pelham Rd S	Jacksonville	AL	36265	TKE Overtime Bid	1	\$ 250.00
al_0010	Pilot Medical Center	100 Pilot Medical Dr	Birmingham	AL	35235	TKE Base Bid	2	\$ 470.00
ar_0004	Hot Springs Village	4419 N Hwy 7	Hot Springs Village	AR	71909	TKE Overtime Bid	1	\$ 230.00
ar_0007	South Campus Mob	1662 Higdon Ferry Rd	Hot Springs	AR	71913	TKE Base Bid	3	\$ 400.00
az_0003	Palm Valley	13555 W McDowell Rd	Goodyear	AZ	85395	TKE Base Bid	2	\$ 350.00
az_0013	Westgate Mob	7330 N 99Th Ave	Glendale	AZ	85307	TKE Base Bid	2	\$ 350.00
ct_0001	Medical Arts Center	201 N Mountain Rd	Plainville	CT	06062	TKE Base Bid	2	\$ 650.00
fl_0008	Oaks Medical Building	8550 Ne 138Th Lane	Lady Lake	FL	32159	TKE Overtime Bid	1	\$ 202.80
ga_0010	Peachtree Dunwoody Mob Center	5505 Peachtree Dunwoody Rd	Atlanta	GA	30342	TKE Base Bid	4	\$ 1,410.00
ga_0024	Northside Center Pointe	1100 Johnson Ferry Rd	Atlanta	GA	30342	TKE Base Bid	8	\$ 3,080.00
ga_0025	Gwinnett 500 Building	500 Medical Center Boulevard	Lawrenceville	GA	30046	TKE Base Bid	2	\$ 420.00
ga_0026	Hudgens Professional Building	3855 Pleasant Hill Rd	Duluth	GA	30096	TKE Base Bid	2	\$ 420.00
ky_0004	Jewish -Medical Plaza I	100 E Liberty St	Louisville	KY	40202	TKE Base Bid	2	\$ 500.00
ky_0005	Kyone Health Medical Plaza II	250 E Liberty St	Louisville	KY	40202	TKE Base Bid	3	\$ 750.00
ky_0006	Jewish - Medical Center East	3920 Dutchman's Lane	Louisville	KY	40207	TKE Base Bid	11	\$ 1,300.00
ky_0007	Jewish Occ Condo Building	225 Abraham Flexner Way	Louisville	KY	40202	TKE Base Bid	4	\$ 1,000.00
ky_0008	St Mary - Caritas Medical I	4402 Churchman Ave	Louisville	KY	40215	TKE Base Bid	3	\$ 540.00
ky_0009	St Mary - Caritas Medical II	1900 Bluegrass Ave	Louisville	KY	40215	TKE Base Bid	2	\$ 360.00
ky_0010	St Mary - Caritas Medical III	4500 Churchman Ave	Louisville	KY	40215	TKE Overtime Bid	1	\$ 210.08
md_0001	Cambridge Professional Center	3510 Old Washington Rd	Waldorf	MD	20603	TKE Base Bid	3	\$ 600.00
md_0002	Doctors Community Hospital	8116 Good Luck Rd	Lanham	MD	20706	TKE Base Bid	2	\$ 360.00
mn_0001	Southdale Place	3400 W 66Th St	Edina	MN	55435	TKE Base Bid	2	\$ 590.00
mn_0005	Vadnais Heights	1155 County Rd E	Vadnais Heights	MN	55110	TKE Overtime Bid	1	\$ 192.40
mn_0009	Park Nicollet Clinic	300 Lake Dr E	Chanhassen	MN	55317	TKE Base Bid	3	\$ 435.00
mn_0015	Unity Specialty Center	808 3Rd St Se	Little Falls	MN	56345	TKE Overtime Bid	1	\$ 192.40
mn_0017	Edina East Professional Building	3316 W 66Th St	Edina	MN	55435	TKE Overtime Bid	1	\$ 192.40
mo_0002	Emerson Medical Building	633 Emerson Rd	Creve Coeur	MO	60548	TKE Overtime Bid	1	\$ 240.00
nd_0006	St. Alexius Health Medical Plaza-Mandan	2100 Sunset Dr Nw	Mandan	ND	58554	TKE Overtime Bid	1	\$ 208.00
nd_0007	Minot Medical Plaza	2111 Nw Landmark Cir	Minot	ND	58703	TKE Base Bid	2	\$ 280.00
ne_0004	Lakeside Two Professional Center	17030 Lakeside Hills Plaza	Omaha	NE	68130	TKE Base Bid	3	\$ 446.00
ne_0006	Midlands One	11109 S 84Th St	Papillion	NE	68046	TKE Base Bid	2	\$ 585.00
ne_0007	Midlands Two Professional Center	401 E Gold Coast Rd	Omaha	NE	68046	TKE Overtime Bid	1	\$ 177.84
ne_0010	Good Samaritan Mob	3219 Central Ave	Kearney	NE	68847	TKE Base Bid	3	\$ 426.00
ne_0014	Immanuel One Professional Center	6829 N 72Nd Ave	Omaha	NE	68122	TKE Base Bid	2	\$ 919.00
ny_0003	Calkins 125	125 Red Creek Rd	Rochester	NY	14623	TKE Overtime Bid	1	\$ 262.50

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

ny_0004	Calkins 200	200 Red Creek Rd	Rochester	NY	14623	TKE Overtime Bid	1	\$ 262.50
ny_0005	Calkins 300	300 Red Creek Rd	Rochester	NY	14623	TKE Overtime Bid	1	\$ 262.50
ny_0006	Calkins 400	400 Red Creek Rd	Rochester	NY	14623	TKE Overtime Bid	1	\$ 244.40
ny_0007	Calkins 500	500 Red Creek Rd	Rochester	NY	14623	TKE Overtime Bid	1	\$ 244.40
oh_0005	South Point Medical Center	9085 Southern Street	Orient	OH	43146	TKE Overtime Bid	1	\$ 239.20
pa_0005	Laub Pinnacle - 32 Northeast Dr	320 Ne Dr	Hershey	PA	17033	TKE Base Bid	1	\$197.60
pa_0007	Laub Pinnacle - 4518 Union Deposit	4518 Union Deposit	Harrisburg	PA	17111	TKE Base Bid	1	\$197.60
pa_0008	Laub Pinnacle - 4520 Union Deposit	4520 Union Deposit	Harrisburg	PA	17111	TKE Base Bid	1	\$197.60
pa_0009	Laub Pinnacle - Market Place	2625 Market Place	Harrisburg	PA	17111	TKE Base Bid	1	\$197.60
pa_0010	Hillside Medical Center	250 Fame Ave	Hanover	PA	17331	TKE Base Bid	1	\$175.00
tn_0001	Meadowview Professional	2033 Meadowview Lane	Kingsport	TN	37660	TKE Base Bid	2	\$ 320.00
tn_0005	8 C1Ty Blvd	8 City Boulevard	Nashville	TN	37209	TKE Overtime Bid	3	\$ 1,320.00
tn_0007	Missionary Ridge Mob	721 Glenwood Dr	Chattanooga	TN	37404	TKE Base Bid	3	\$ 1,200.00
tn_0008	Maury Regional Health Complex	1003 Reserve Boulevard	Spring Hill	TN	37174	TKE Base Bid	3	\$ 435.00
tn_0011	Franklin Mob/Asc	9160 Carothers Parkway	Franklin	TN	37067	TKE Overtime Bid	1	\$ 182.00
tx_0024	Orthopedic Associates	5000 Long Prairie Rd	Flower Mound	TX	75028	TKE Overtime Bid	2	\$ 500.00
tx_0026	St Joseph Pob	2700 E 29Th St	Bryan	TX	77802	TKE Base Bid	2	\$ 460.00
tx_0028	Baylor Cancer Center	3410 Worth St	Dallas	TX	75246	TKE Base Bid	7	\$ 3,040.00
tx_0031	Rockwall Mob Ii	3144 Horizon Rd	Rockwall	TX	75032	TKE Base Bid	2	\$ 400.00
tx_0032	Topa - Ft Worth	500 S Henderson	Ft Worth	TX	76104	TKE Base Bid	5	\$ 1,750.00
wa_0001	Bridgeport	7308 Bridgeport Way W	Lakewood	WA	0	TKE Overtime Bid	1	\$ 246.83
wa_0003	Physicians Medical Center	1624 S I St	Tacoma	WA	0	TKE Base Bid	2	\$ 439.22
wa_0004	St Joseph Medical Clinic	1708 S Yakima St	Tacoma	WA	0	TKE Base Bid	3	\$ 1,136.42
wa_0005	St Joseph Medical Pavilion	1802 S Yakima St	Tacoma	WA	0	TKE Base Bid	2	\$ 473.48
wa_0006	Gig Harbor	6401 Kimball Dr	Gig Harbor	WA	98332	TKE Overtime Bid	1	\$ 244.02
wa_0007	Franciscan Education & Support Center	2420 S State St	Tacoma	WA	98405	TKE Overtime Bid	1	\$ 244.02

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

Billing Rates

HOURLY BILLING RATES (MAINTENANCE AND REPAIR)					
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION I NY, NJ, MA, VT, NH, CT, CA PHILADELPHIA, WDC,	REGULAR	\$615.00	\$315.00	\$300.00	\$300.00
	TIME AND 7/10	NA	\$535.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION II (SC,WY,KY,PR,NC,) ANY REGION NOT FALLING	REGULAR	\$615.00	\$315.00	\$300.00	\$300.00
	TIME AND 7/10	NA	\$535.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION III NM, NV, OR, WA, UT, AZ, AK	REGULAR	\$615.00	\$315.00	\$300.00	\$300.00
	TIME AND 7/10	NA	\$535.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE,	REGULAR	\$615.00	\$315.00	\$300.00	\$300.00
	TIME AND 7/10	NA	\$535.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS	REGULAR	\$615.00	\$315.00	\$300.00	\$300.00
	TIME AND 7/10	NA	\$535.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00

** Rates indicated apply for work and travel time, performed outside the scope of the Agreement*

OVERTIME PREMIUM BILLING RATES (MAINTENANCE AND REPAIR)					
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION I NY, NJ, MA, VT, NH, CT, CA	TIME AND 7/10	NA	\$220.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION II (SC,WY,KY,PR,NC,)	TIME AND 7/10	NA	\$220.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION III NM, NV, OR, WA, UT, AZ, AK	TIME AND 7/10	NA	\$220.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION IV OH, PA (EXCLUDING	TIME AND 7/10	NA	\$220.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00
LOCATION	REGULAR RATES *	Team (TKE)	Mechanic (TKE)	Helper (TKE)	Probationary Helper (TKE)
REGION V TX, CO, OK, GA, FL, AR, TN,	TIME AND 7/10	NA	\$220.50	NA	NA
	DOUBLE TIME	\$1,230.00	\$630.00	\$600.00	\$600.00

**Overtime premium rates apply for covered work and travel time performed outside of normal working hours (Premium Portion Only). Premium portion shall not include fringe benefits*

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

HOURLY LABOR RATES AND U.S. METAL PRODUCTS INDEX		
LOCATION		
REGION I NY, NJ, MA, VT, NH, CT, CA PHILADELPHIA, WDC, MD,VA	MECHANIC LABOR RATE,	\$108.46
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	\$218.70
REGION II (SC,WY,KY,PR,NC,) ANY REGION NOT FALLING UNDER REGION I, III, IV OR V (INCLUDES CANADA & V	MECHANIC LABOR RATE,	\$99.50
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	\$218.70
REGION III NM, NV, OR, WA, UT, AZ, AK	MECHANIC LABOR RATE,	\$94.10
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	\$218.70
REGION IV OH, PA (EXCLUDING PHILADELPHIA), IL, IN, NE, IA, MN, WI, MI, WV, MO	MECHANIC LABOR RATE,	\$96.79
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	\$218.70
REGION V TX, CO, OK, GA, FL, AR, TN, AL, MS	MECHANIC LABOR RATE,	\$84.46
	INDUSTRIAL COMMODITY PRICES FOR METALS AND METAL PRODUCTS	\$218.70

Minimum Maintenance Hours Per Equipment Type

MINIMUM Maintenance Hours*			
	Monthly Hours	Total Quarterly Hours	Total Annual Hours
Hydarulic Passenger	0	1	4
Hydraulic Service	0	1	4
Hydraulic Freight	0	1	4
Geared Traction Passenger	1	3	12
Geared Traction Service	1	3	12
Geared Traction Freight	1	3	12
Machine Room-Less Passenger	1	3	12
Machine Room-Less Service	1	3	12
Escalator	2	6	24
<p>*This reflects the minimum number of hours dedicated to preventative maintenance for properties using the Appendix D maintenance plan.</p>			

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**APPENDIX B -
KEY PERFORMANCE INDICATORS

Vertical Transportation KPI evaluation

Target	Measured by Unit, Group or Building Performance
100%	Maintenance Procedures completed
≤ 4	Callbacks per unit per year
≥90 days	Mean Time Between Callbacks Note: When a unit falls below the 90-day threshold it shall be considered as conditionally passing in subsequent months if the elevator has no callbacks during that month. Callbacks due to vandalism or misuse of the equipment shall be excluded from MTBC calculation.
≥99.5%	Equipment Availability
≤1	Not more than 1 entrapment per unit per quarter. Entrapments per unit per 12 month rolling period. Note: When a unit has had 1 entrapment in a 12-month period, it shall be considered as conditionally passing if the elevator has had no entrapments in the current month.

**APPENDIX C -
DEFINITIONS**

The words or phrases shown below, which appear in this Agreement, are defined as follows.

- A. AHJ: Authority Having Jurisdiction
- B. Pro-Active: Acting in anticipation of future problems, needs, or changes.
- C. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.
- D. Preventive: To anticipate or act ahead of; to keep from happening.
- E. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.
- F. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
- G. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
- H. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
- I. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.
- J. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
- K. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as "maximum availability - down time/maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability.
- L. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
- M. Rebuild: To repair, especially to dismantle, rewind, machine and or reassemble with new parts.
- N. Fabricate: To construct or manufacture from prepared, standard, or custom components.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)****APPENDIX D -
EXTENT AND SCOPE OF SERVICES**

- A. Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
 - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake.
 - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts.
 - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid-state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
 - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts.
 - e. Rope brake devices, secondary braking devices,
 - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts.
 - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car, and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts.
 - h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 - i. Car and hoistway door gibs, including their attachments to the door panels.
 - j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 - k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts.
 - l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- including re-lamping (bulbs furnished by Purchaser), and all other related components and parts.
- m. Alarm bells, emergency stop switches, emergency car lights, and batteries.
 - n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts.
 - o. Hoist, compensating, and governor ropes, chains or belts and their fastening means, and all other similar or related components and parts.
 - p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 - i. Replace burned out light tubes or bulbs, furnished by Purchaser, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Purchaser's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
 - j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. 24/7 monitoring of the emergency communication devices per code requirements.
 - l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
 - m. Maintain, in fully operational condition, Elite type elevator position indicators.
 - n. Any panel that includes integral elevator information within the display.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- o. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - p. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
3. Additional Services:
- a. Cleaning:
 - 1) Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Purchaser to determine responsibility for cleaning.
 - b. Painting:
 - 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Purchaser.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.
 - c. Lubrication:
 - 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
 - d. Adjustment: Adjust the equipment as necessary:
 - 1) To the specifications found in this agreement.
 - 2) When required to maintain performance standards specified in this Agreement.
 - 3) When necessary to preserve the useful life of a part or assembly.
 - 4) When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
 - 5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Purchaser.
 - e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
 - 1) When worn beyond normal adjustment limits.
 - 2) When necessary to ensure continued normal operation.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance, standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - 7) When more than one elevator requires repair, Purchaser, upon consultation with Contractor, shall establish priorities of accomplishment.
- f. **Manufacturers' Parts and Lubricants:** In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Purchaser.
- g. **Adequate Parts and Parts Storage:**
- 1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
 - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
- h. **Prompt Corrective Action:** When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to Purchaser within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to Purchaser, regardless of scope of responsibility, and make a prompt written report to Purchaser.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)****APPENDIX E -
CODE-MANDATED TESTS**

- A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests in accordance with the more stringent of the requirements of ASME A17.1 of the AHJ including but not limited to:
1. Annual no load slow speed test of car and counterweight safeties, governors, and buffers.
 2. Five-year, full load, full speed test of car and counterweight safeties, governors, and buffers.
 3. Monthly firefighters' service operational tests.
 4. Annual pressure relief tests on hydraulic elevators.
 5. Annual standby power operation tests on elevators.
 6. Monthly operational tests: battery pack car emergency lighting battery pack car emergency air conditioner, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
- B. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
- C. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- D. Contractor shall provide not fewer than five business days' prior notification to Purchaser of its intention to perform Category 5 rated speed, rated load tests such that a representative of Purchaser may witness the tests. Written reports of all "Periodic" tests shall be submitted to Purchaser. The Agreement Price shall include all such required tests during regular hours.
- E. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section 00310 Item 1.8 of this Agreement. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Section 143250 Appendix A of this Agreement.
- F. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section 00310 Item 1.8 of this Agreement.
- G. Contractor shall affix metal tags for all Category 1, 3 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- H. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.
- I. Contractor is responsible for ensuring all equipment included under Agreement is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

- J. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.
- K. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.
- L. Contractor shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section L above.
 - 1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
 - 2. Interior finishes are EXCLUDED from the contractor's responsibility.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**APPENDIX F -
INSURANCE

- A. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation or other documentation reasonably acceptable to Purchaser. All insurance shall meet the minimum requirements of this Section 1.17 set forth below. During the term of this Agreement, Contractor shall, continuously maintain the following minimum insurance coverages:

Type of Insurance Coverage	Amount
Workers' Compensation and Occupational Disease	Statutory Limits
Employer's Liability, Including Occupational Disease Coverage	\$1,000,000
Property Damage Insurance for the protection of Contractor and Purchaser, as their interests may appear, covering all of Contractor's personal property, business records, fixtures and equipment located on the Property, and other insurable risks for "all risk" perils, excluding earthquake and flood.	Not less than the full insurance replacement cost of such property and the full insurable value of such other interests of Contractor
E Commercial General Liability, Including Operations, Contractual, and Completed Operations Coverages, Occurrence Basis (further described in B below)	\$10,000,000 Combined Single Limit for Bodily Injury and Property Damage
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

- B. The Commercial General Liability Insurance shall include, but not be limited to, coverage for death and bodily injury, property damage or destruction (including loss of use), product and completed operations liability, contractual liability, fire legal liability, personal injury liability and advertising injury liability.
- C. All insurance required to be carried by Contractor hereunder shall include the following provisions: (i) shall name Physicians Realty Trust, its subsidiaries and affiliated as additional insureds. The additional insured shall not apply to the extent caused by the additional insured's own negligence or intentional misconduct; (ii) shall release Purchaser, any Property Manager and any lender from any claims for damage to business or to any person or the Property or Building and to Contractor's personal property in the Building or Property, caused by or resulting from risks insured against under any insurance policy carried by Contractor in force at the time of such damage; (iii) shall be issued by Insurance companies authorized to do business in the State where the Building is located with a financial rating of at least an "A-X" status as rated in the most recent edition of Best's Key Rating Guide; (iv) shall be issued as a primary and noncontributory policy; and (v) shall contain an endorsement requiring at least thirty days' prior written notice of cancellation to Landlord and Landlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy. Contractor shall deliver certificates of such policies together with evidence of payment of all current premiums to Purchaser within thirty days of execution of this Agreement and prior to performance of any Services or work. Any certificate of insurance shall designate Contractor as the insured, specify the Building location, list Purchaser (and its Property Manager and lender, if any) as additional insureds (with the additional insured endorsement attached thereto), and list Purchaser with Purchaser's current address as "Certificate Holder." Contractor shall take all necessary steps to renew all insurance at least thirty days prior to such insurance expiration dates and shall provide Purchaser a copy of the renewed certificate, prior to said policy's expiration date. If Contractor fails at any time to maintain the insurance required by this Agreement and fails to cure such default within five business days of written notice from Purchaser or Property Manager then, in addition to all

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

other remedies available under this Agreement and applicable law for such default, Purchaser may terminate this Agreement without further notice or any penalty.

- D. Contractor releases and relieves Purchaser and waives the entire right of recovery for third party liability and any loss or damage that may occur to the property of Contractor, by reason of any cause to the extent that such right of recovery, claim, action or cause of action is or would be covered by insurance carried by Contractor or required to be obtained by Contractor pursuant to this Agreement. This waiver applies whether or not the loss is due to the negligence acts or omissions of Purchaser or Property Manager, or their respective officers, directors, employees, agents, contractors, or invitees. Contractor shall have its commercial insurer endorse its insurance policies to reflect the foregoing waiver of claims; provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.
- E. Subject to the waiver of subrogation set forth above, nothing in this Agreement shall be construed to mean that Contractor assumes any liability on account of accidents to persons, or property, except those directly, or indirectly, due to acts or omissions of Contractor, its employees, subcontractors, servants or agents. Contractor shall not be held responsible or liable for any loss or damage to the extent solely and directly due to "Force Majeure" (defined below), with the exception of explosion caused by action or inaction of Contractor, its employees, subcontractors, servants or agents which shall continue to be the responsibility of the Contractor regardless of Force Majeure. In the event of Force Majeure, dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for such "Force Majeure."
- F. "Force Majeure" under this Agreement shall mean any delay in performance by either party to the extent resulting from any (i) strikes, lockouts, or labor disputes; (ii) failure of power or other utilities; (iii) inability to obtain labor or materials or reasonable substitutes therefor; (iv) war, governmental action, court order, condemnation, civil unrest, riot, fire or other casualty; (v) extreme or unusual weather conditions, acts of God or unforeseen soil conditions; or (vi) other conditions similar to those enumerated in this Section beyond the reasonable control of the party required to perform (except for financial inability which shall not be considered Force Majeure).
1. If either party is affected by Force Majeure, it shall promptly notify the other 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 for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure 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 Force Majeure in respect of the obligations under this Agreement with regard to the supply of the Services, Purchaser shall be entitled to obtain from any other person such Services as the Contractor is unable to provide.

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)****APPENDIX G -
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 Purchaser 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 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, orders and awards, whether foreseen or unforeseen, 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. Contractor's performance or failure to perform under the terms of this agreement.
 2. Any alleged violation of this Agreement by Contractor.
 3. Any alleged action or omission of Contractor outside the scope of this Agreement.
 4. Utilization of electronic diagnostic devices/capabilities in performance of Services.
- C. 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 to extent of claims excluded under Section 1.18. Contractor's obligation to indemnify the Indemnified Parties shall include the duty to defend the Indemnified Parties at Contractor's sole cost against any claims asserted by reason of any such claims or liabilities.
- D. Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party or parties seeking to be indemnified, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.
- E. The term "Indemnified Parties" herein shall mean Purchaser, or Purchaser 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.
- F. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Agreement for one year.

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

APPENDIX H –
SUBMITTED BIDDING DOCUMENTS

SECTION 000020 – REQUEST FOR QUOTATION

**Mandatory Pre-Bid Video Conference will be held at 12:00 CST July 14, 2021.
Contractors are required to schedule site surveys with contacts listed in site
Appendix A – Site List provided with this Maintenance Specification**

PART 1 GENERAL

1.1 REQUEST FOR PROPOSAL: ELEVATOR MAINTENANCE

- A. Lerch Bates Inc. has been authorized to invite your firm to submit a quotation for continuing preventive maintenance of the vertical transportation equipment located at:
See attached spreadsheet.

1.2 CONTRACT DOCUMENTS

- A. The Contract Documents are provided.
- B. Make inquiries regarding maintenance specifications to Lerch Bates Inc., Attn: Michael Schopfer – Michael.Schopfer@LerchBates.com – 720.483.2224
- C. To arrange an additional appointment to review the existing equipment contact the contact person on attachment per location

1.3 SEALED QUOTATION

- A. Quotations will be received until September 2, 2021 at 10:00 AM CST electronically identified as follows:

Contractor
Address
City, State and Zipcode

ELEVATOR MAINTENANCE

CONFIDENTIAL - SEALED QUOTATION - DO NOT OPEN

Send one copy or email to: Joe T. Reesman
Regional Facilities Manager
Electronic bid accepted: Yes No jtr@docreit.com

Send electronic copy to: Timothy J. Murphy
General Manager
Tim.Murphy@lerchbates.com
Michael Schopfer
Michael.Schopfer@LerchBates.com

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)**

- B. Quotations must be submitted on form provided as a part of Contract Documents, Section 00310 A and B. Quotations shall be subject to all requirements of Contract Documents, site conditions, General Conditions, Supplementary and Special Conditions and any other documents issued in connection with project. All blank spaces and questions on the quotation form must be completed and/or responded to. Failure to comply will constitute a non-responsive submittal.
 - C. If Contractor desires to furnish items different from specified, Contractor shall submit substitution as an alternate quotation. Contractor shall supply Consultant with information in regard to proposed substitution of components or materials. Consultant shall decide whether the Contractor's substitution is equivalent to that specified. Deviation from requirements of Contract Documents shall be stated, in writing, in Contractor's transmittal letter submitted with quotation.
- 1.4 OPENING
- A. Opening of quotations will be private. Contractor selection will be based upon the following criteria:
 - 1. Cost of preventive maintenance.
 - 2. Contractor's maintenance capability on the subject equipment.
 - 3. Contractor's maintenance capability in the general location of the project.
 - 4. Contractor's response to obsolescence language contained within this RFP and the Lerch Bates Maintenance Specification Sections 00020, 00310, and 143250.
- 1.5 QUOTATION
- A. All quotations shall be firm. Escalation will not be permitted if Contract is awarded within ninety days from quotation due date.
 - B. If award is deferred beyond ninety days, Contractors' quotations shall be subject to adjustment to reflect changes in the cost of labor and material.
- 1.6 PURCHASER'S RIGHTS
- A. Purchaser reserves the right to reject any or all quotations, to accept other than lowest quotation and to waive any informality in connection with opening and award of Contract.
- 1.7 INVITED CONTRACTORS
- A. Contractor shall be prepared to provide evidence of experience, qualifications, and financial ability to carry out requirements of Contract Documents.

END OF SECTION

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

SECTION 000310 - QUOTATION FORM

DATE: September 2, 2021

PROJECT: Physician's Realty Trust

SUBMITTED BY: .TK Elevator Corporation

Name of CONTRACTOR

Matt Mitchell.....

810 217 6699

CONTRACTOR'S Representative

Telephone Number

.3100 Interstate N Circle, SE, Ste 500.....

Street Address

Atlanta GA. 30339.....

City, State Zip

TO: ~~Joe T. Reese~~
Joe T. Reese
Regional Facilities Manager
Physician's Realty Trust
JTR@docreit.com

CC: Timothy J. Murphy
General Manager
Lerch Bates Inc.
Tim.Murphy@lerchbates.com

Michael Schopfer
Project Manager
Lerch Bates Inc.
Michael.Schopfer@LerchBates.com

SECTION 143250**LERCH BATES MAINTENANCE SPECIFICATION (LBMS)****PART 1 GENERAL****1.1 CONTRACTOR'S BASE QUOTATION**

- A. Having examined the Contract Documents prepared by Lerch Bates Inc. dated July 9, 2021, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services and equipment necessary and incidental to properly execute required work of the Contract Documents for the following amounts listed on the pricing spreadsheet (Appendix A):
- B. Enter a cost figure for all pricing requested. Failure to comply will subject the quotation to disqualification.
- C. Undersigned affirms that quotations provided are firm for at least twelve months and represent the entire cost including site conditions, code requirements, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes, or any other factors affecting the construction industry or this project.

1.2 ADDENDA

- A. Undersigned acknowledges receipt of Addendum No. through

1.3 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

- A. Undersigned has enclosed a separate letter containing any Qualifications related to its Quotation (check Yes or No): x Yes No

1.4 SUBMISSION AND ACCEPTANCE OF QUOTATIONS

- A. Undersigned Contractor agrees to Purchaser's right to reject any and all quotations without explanation.
- B. Undersigned Contractor declares that preparation and submission of quotations herein contained do not obligate Purchaser or Consultant in any way.
- C. Undersigned Contractor agrees and understands that Purchaser assumes no obligation to enter into a Contract.

1.5 LABOR AND MATERIAL ADJUSTMENT

- A. Contractor agrees, upon reasonable request, to substantiate that its billings are in conformity with the terms of the National Agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis or to the extent required by law. Subject to the preceding sentence, adjustments in monthly maintenance price for each participating Hotel shall be made effective as of January first (1st) each year. The annual increase will be fixed at 3%. The same annual increase shall be applied to the hourly rates set forth in Exhibit I. Adjustments in monthly price based on Occupancy, if any, shall be made effective as of January first (1st) each year.

SECTION 143250

LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

1.6 CONTRACTOR SIGNATURE

DATE: .10-19 2021.....

SIGNED: *Matt Mitchell*

PRINT NAME: Matt Mitchell

TITLE: National Account Manager

NAME OF FIRM: TK Elevator Corporation

STATE LICENSE No:

LEGAL ADDRESS:
TK Elevator Corporation
3100 Interstate N Circle
Atlanta GA 30339

ORGANIZED AS (MARK ONE):

INDIVIDUAL

PARTNERSHIP

CORPORATION UNDER STATE LAW OF

TELEPHONE: ..810 217 6699

(SEAL)

END OF SECTION

