**DELETE THESE NOTES AFTER READING!**

**NOTES TO ARCHITECT/ENGINEER (A/E) & PROJECT MANAGER:**

**IMPORTANT NOTE REGARDING THIS ELEVATOR AGREEMENT:**

Insert the Elevator Agreement behind this cover sheet. Insert page numbers in the Header. Edit the Footer for the Project Number.

Edit all elevator specification section names and numbers for hydraulic, traction, passenger freight elevators, etc. as is appropriate for the specific project. Add a requirement to all elevator specifications that mandates that the **Contractor** must obtain a **signed copy** of this Agreement from the **Elevator Manufacturer** prior to their submittal of elevator shop drawings for review and ***failure to receive a signed agreement will result in automatic rejection of the submittal.***

**TEXT:** **Blue text** is project-specific information that must be completed by the A/E as applicable to the specific project. When complete, change **blue text** to **black text.**

**TABLES:** To view table formatting in this MS Word document, click inside any table, then go to the **Table Tools > Layout** tab, **Table** group, and click **View Gridlines.**

**HEADERS: The header** for each page of the Project Manual shall match the format, font (Arial), size (9 pt), font style (BOLD & CAPITALIZED) and line borders, of the header shown herein. The header of each page shall contain the Section Number, the Section Title, and the page number & number of pages as shown herein.

**FOOTERS: The footer** for each page of the Project Manual shall match the format, font (Arial), size (9 pt), font style (BOLD & CAPITALIZED) and line borders, of the footer shown herein. The footer shall contain the project number in the right-hand side as shown herein. **The revision date in the left side of the footer is to remain as it is for Department informational purposes only and should not be altered by the Architect/Engineer.**

**IMPORTANT NOTE REGARDING “HIDDEN TEXT”:**

Some documents contain Editing Notes in the form of “hidden text”. The Editing Notes assist the Architect in modifying and editing the document to make it project-specific. In order to show the “hidden text”, click the **Home** tab, and in the **Paragraph** group, click the **Show/Hide** symbol (¶). **Turn off** the Show/Hide symbol (¶) **before printing the document** in order to indicate the correct number of pages.

**IMPORTANT NOTE REGARDING FORMATTING:**

Insert a blank page at the end of all *odd numbered* specification sections that states “THIS PAGE INTENTIONALLY LEFT BLANK”.

**Section 50 50 00**

**Elevator Agreement**

**ELEVATOR AGREEMENT**

**It is hereby agreed on this** **day of** **,** **between the State of Connecticut, Department of Administrative Services acting through its Commissioner,            and** **acting through** **its** **that:**

**WHEREAS, the State of Connecticut owns several buildings which contain elevators manufactured by** **;**

**WHEREAS,                      Provides a diagnostic device required for the complete service and maintenance of the elevators which diagnostic device has a six (6) month expiration date;**

**WHEREAS, the State of Connecticut retains several contractors and/or uses its own employees to service the                      elevators;**

**WHEREAS, the State of Connecticut finds any expiration period an excessive burden on the service and maintenance of the elevators;**

**NOW, THEREFORE, for good and sufficient consideration of $1.00 (one dollar) the parties agree as follows:**

1. **shall provide the State of Connecticut with the proper diagnostic devices to service all                     , Inc. elevators in all state buildings at no cost to the State of Connecticut.**
2. **The diagnostic devices shall not contain an expiration date or the use of any proprietary restraint and will be capable of servicing and maintaining the elevators for their life.**
3. **In the event                      deems it necessary to update the diagnostic devices it shall exchange such devices at no cost to the State of Connecticut. The updated diagnostic devices shall not contain an expiration date and will be capable of servicing and maintaining the elevators for their life. This upgrade will occur prior to previous tools date of expiration.**
4. **All employees of the State of Connecticut duly qualified or licensed and any contractors retained by the State of Connecticut to service and/or maintain the                      elevators shall use the diagnostic devices solely for the purpose of conducting normal service and maintenance activities.**
5. **All employees of the State of Connecticut duly qualified or licensed and any contractors retained by the State of Connecticut to service and/or maintain the                      elevators shall not themselves or otherwise give, lend, sell, advertise, transfer or permit access to or the use of the diagnostic devices, in part or whole, in any manner by any means, by any other person.**
6. **The State of Connecticut understands that the diagnostic devices are capable of programming and/or reprogramming critical equipment, operating performance functions and reprogramming critical equipment functions and parameters including safety and/or test sequences. Improper use may produce unsafe operating conditions.**
7. **The State of Connecticut agrees that                      is not responsible for the results of the improper use, either directly or indirectly, of the diagnostic devices, unless the device is defective.**
8. **The State of Connecticut agrees to make all reasonable efforts necessary or appropriate to maintain and protect the diagnostic devices and shall promptly notify                      in writing, of any unauthorized use, possession, loss or theft of the diagnostic devices in part or whole.**
9. **This Agreement shall be interpreted and enforced pursuant to the laws of the State of Connecticut in the Superior Court for the Judicial District of Hartford, at Hartford, Connecticut.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Witness** |  | **[insert name of Commissioner]** |
|  |  | **Commissioner,** |
| **Witness** |  | **State of Connecticut** |
|  |  | **Department of Administrative Services** |
|  |  |  |
|  |  |  |
| **Witness** |  | **[insert name of signer and title]** |
|  |  | **[insert name of Elevator Manufacturer]** |
| **Witness** |  | **[insert address of Elevator Manufacturer]** |

**End of Section 50 50 00 Elevator Agreement**