

SECTION 14 01 20 / 14 01 30

**OWNERS FORM OF VERTICAL TRANSPORTATION
MAINTENANCE AGREEMENT AND SPECIFICATIONS
FOR FULL COVERAGE**

ON

**TWENTY-THREE (23) HYDRAULIC ELEVATORS
THREE (3) HYDRAULIC MATERIAL LIFTS
FIFTY-SIX (56) TRACTION ELEVATORS**

AT

**MPHA MAIN OFFICE
1001 WASHINGTON AVENUE NORTH
MINNEAPOLIS, MN**

DATE: September 21, 2023

VDA NO.: 70328/AB

Elevator Contractor: _____

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DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 01 00 Maintenance of Conveying Equipment

14 01 20 – Maintenance of Elevators – Full Coverage Agreement and Specifications

14 01 30 – Maintenance of Material Lifts – Full Coverage Agreement and Specifications

_____ (hereinafter called the Contractor) shall furnish services to MPHA (hereinafter called the “Owner” OR “Owner's Representative”) c/o _____

(hereinafter called the (“Owner” OR “Owner's Representative”) on the following vertical transportation systems and related equipment located at MPHA – Various Locations, 1001 Washington Avenue North, Minneapolis, MN:

- Twenty-three (23) Hydraulic Units
- Three (3) Material Lifts
- Fifty-six (56) Traction Units

PART 1 - GENERAL CONDITIONS

1.1 AGREEMENT INTENT

- A. The purpose of this agreement is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for the vertical transportation systems identified, and the terms and conditions under which the “Owner” OR “Owner's Representative” shall compensate the Contractor for such services rendered.
- B. It is the intent of this Agreement to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee to the “Owner” OR “Owner's Representative” that the absence or omission of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the Agreement and practical requirements unless same is specifically excluded; or prorated herein.
- C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the O.E.M specifications, Maintenance Control Program, and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to

formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

- D. In addition, the intent of this Contract is to require a minimum staffing level of one (1) full time dedicated service Mechanic and additional service technician(s)/apprentice(s) solely for the purpose of fulfilling the preventive maintenance requirements. Contract requirements for emergency callback services, inspection and testing services, repair and/or direct replacement component renewal procedures are not considered preventive maintenance and will require additional staffing/labor above the minimum levels specified.
- E. This agreement is subject to periodic review and audit for compliance.

1.2 DEFINITIONS OF TERMS

- A. The term “Owner” OR “Owner's Representative” as used herein, refers to the person, organization, corporation or other entity representing building ownership and the relative responsibilities under this Agreement.
- B. The term “Owner” OR “Owner's Representative” or references of similar import, as used herein, refers to any outside agent hired or retained by the Owner(s) for the purpose of providing management services that has been deemed a legal representative of the Owner(s) or any person designated by the Owner(s) as the legal representative of the Owner(s) for the purpose of coordinating and purchasing this Agreement.
- C. The term “Authority,” “Governing Authority (GA),” “Authority Having Jurisdiction (AHJ),” or references of similar import, as used herein, shall mean the local government agency responsible for enforcement of vertical transportation safety codes and local laws or their designated representative, private inspection agency, consultant or other licensed designee.
- D. The term “Contractor,” “Elevator Contractor” or “Vendor” as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies having an agreement with the “Owner” OR “Owner's Representative” to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- E. The term “Subcontractor,” as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.
- F. The term “Consultant,” as used herein, refers to VDA.
- G. For contractual hour allocation purposes maintenance hours shall be defined as scheduled service visits to perform cleaning, lubrication, minor parts replacement, minor adjustments and observations completed by mechanics regularly assigned to performing those duties.
- H. For contractual hour allocation purposes callbacks shall be defined as any unscheduled service call and include the time to travel to the jobsite, diagnose the problem(s), correct the problem(s), and return the elevator to normal service.

- I. For contractual hour allocation purposes, the repair work definition shall be the same as the one and two-person repair definitions in the Master Labor Agreement between the Contractor and the International Union of Elevator Constructors.
- J. The term “Agreement,” “Contract” or “Contract Documents,” as used herein, consists of this specific document, and any alternates, addenda, or substitutions as may be referenced under Exhibits or Riders approved by the parties for the final execution of the Agreement.

1.3 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in this Contract Document, shall mean the following:

ADA	Americans With Disabilities Act
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
A.H.J.	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.4 AGREEMENT COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations.
- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. Words in the singular shall mean the plural whenever applicable or as the content so indicates.
- D. With the exception of only those items specifically identified as being performed by others, the specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the contract. Inasmuch as it is understood that any incidental work necessary to execute the Agreement is also covered by the Contract specifications, the Contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- E. Maintenance coverage shall include, but is not limited to, preventive services, call-back services, inspection and testing services, repair and/or direct replacement component renewal procedures, and housekeeping.

1.5 HOURS OF WORK

- A. All scheduled work, callbacks and repairs shall be performed during regular working hours of the regular working days of the elevator trade 7:00 A.M. to 6:30 P.M. Monday through Friday, except union designated holidays. No overtime charges will be allowed for work during these hours.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time (longer than four [4] hours or extending past the normal workday) must be scheduled through the Owner's Representative. The Owner's Representative retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's extraordinary obligation is extra premium labor costs only.
- C. Emergency callback services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.

1.6 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by Qualified Technicians and Mechanics directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of the "Owner" OR "Owner's Representative".
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to make any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. All repairs, if necessitated by this paragraph, will be performed at the fees indicated in Exhibit A.
 - 1. It is mutually agreed that the Contractor shall make any and all repairs or replacements caused by Contractor's improper repair, negligent, or willful acts or omissions at Contractor's expense.

1.7 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of the end of each billing period. In addition, "Owner" OR "Owner's Representative" shall pay any tax imposed upon the Contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services. No additional travel and/or sundries fees will be permitted.
- B. Payment for Emergency Call-back services shall be:
 - 1. Included in the fixed monthly lump sum price for services rendered twenty-four (24) hours per day, seven (7) days per week, without extra charge to the Purchaser/Owner.

- C. Unit prices for extra work items are to be priced per the Contractor's Schedule of Unit Prices for Extra Work Items (Exhibit C).

1.8 BREAKDOWN, MALFUNCTION OR DAMAGE

- A. Immediately upon the Contractor's discovery of any damage or signs of disrepair, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, they shall advise the "Owner" OR "Owner's Representative" and the Contractor shall place such "Out of Order" or warning signs as are appropriate with necessary barricades or other required protection as directed by the "Owner" OR "Owner's Representative". Such signs will be furnished by the Contractor upon request of the Owner and shall remain in place until necessary repairs are completed.

1.9 TRASH REMOVAL

- A. The Contractor shall arrange to dispose of all liquid and solid refuse produced under this agreement in a lawful, safe, and efficient and anti-pollutant manner subject to the prior approval of the "Owner" OR "Owner's Representative" at no cost to the Owner.
- B. The Contractor shall remove daily from the building, all garbage, debris, and other waste materials (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clean and sanitary condition, approved by the "Owner" OR "Owner's Representative", in suitable garbage and waste receptacles, also approved by the "Owner" OR "Owner's Representative" and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris, and other waste materials from the building. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Owner. No equipment or facilities of the Owner shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be permitted to be thrown, discharged, or disposed into or upon the streets bounding the Site of Work.

1.10 GRATUITIES/LOST AND FOUND

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

1.11 LABOR ACTIONS

- A. Whenever any labor strike, slowdown, work stoppage, picketing or other labor action which might interfere with the performance of the Contract, occurs at the Site of the Work as a result of

the Contractor's (or its Subcontractor's) utilization of particular means, methods or manpower to perform the Work required by this Contract, the Contractor shall pursue all remedies which are appropriate and available to him to avoid such interference including, but not limited to the utilization of supervisory and other non-union employees trained in the proper maintenance and repair of the equipment.

1.12 USE OF PATENTED MATERIALS

- A. The right to use all patented material, composition of matter, manufacturers, apparatus, or appliances required in connection with this Contract shall be obtained by the Contractor without separate or additional compensation.
- B. The Contractor shall indemnify the Owner and their agents against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent infringement arising out of or in connection with the Owner's use, in accordance with the preceding paragraph of this numbered clause, of such patentable subject matter or patented material, manufacturer's and/or their composition of matter, apparatus or appliances. If requested by the Owner, and if notified promptly in writing of any such claim, the Contractor shall conduct all negotiations with respect to and defend such claims without expense to the Owner.

1.13 GENERAL OBLIGATIONS

- A. Except with the prior written approval of the Owner, or as specifically authorized or required elsewhere herein, the Contractor shall not erect, maintain, or display any signs, posters, or advertising at the Site of the Work. Interior signs affecting public safety and security shall be in accordance with guidelines established by the Owner and shall be subject to the approval of the "Owner" OR "Owner's Representative".
- B. In order to effectuate the policy of the Owner, the Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which affect the Contract and the performance thereof, except where stricter requirements are contained in these Specifications, in which event the latter requirements shall apply. The Contractor shall apply for any permits, licenses, or variances in the name of or on behalf of the Owner, where required by law or by the immediately preceding sentence shall obtain express written approval from the Governing Authority.
- C. The Contractor shall provide qualified labor or other assistance on behalf of the Owner for work performed by other trades, professionals, inspectors, and "Owner" OR "Owner's Representative" personnel when conditions warrant or upon request of the Owner. The "Owner" OR "Owner's Representative" shall approve all requests for the Contractor's labor assistance and, when applicable, shall approve requests for additional compensation by the Contractor under "Extra Work" provisions included herein.

1.14 COMMUNICATION

- A. CUSTOMER REPRESENTATIVE: A representative of the Contractor will be available to discuss with "Owner" OR "Owner's Representative" the elevator needs in the areas of

modernization, traffic handling ability, recommendations and requirements of Government Authorities, proper use, and care of the Units.

- B. MEETING WITH “OWNER” OR “OWNER'S REPRESENTATIVE”: Account Representative shall meet with “Owner” OR “Owner's Representative” on a quarterly basis. The meeting should consist of the following agenda items: (1) status of the account, (2) review of the prior quarter’s activities, (3) review of any problem areas. “Owner” OR “Owner's Representative” shall prepare and distribute minutes for these meetings.
- C. REPORTS: Contractor shall provide at each monthly meeting, detailed reports of the previous months activities including details by unit of all callbacks, repairs, testing, preventive maintenance along with dates, reason for car out of service, time taken out of service, task performed (PM, callback, repair, etc.), resolution to any problems, time placed back in service, total time out of service and a listing of all credits to be issued as a result of non-compliance with the requirements of this specification.

1.15 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- A. Full comprehensive service and repair coverage shall be included under the terms of this Agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading Agreement with or without this Contractor’s permission or direct authorization and involvement before the work is performed.
- C. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive Agreement, whether such components are specifically identified or not, without extra cost to the Owner.
- D. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor’s inability to maintain these systems in accordance with the Contract specifications shall be fully covered under this Agreement regardless of application, method or cost assignment for the life of the Contract. This paragraph is not intended to require the Contractor to modernize or replace an obsolete control system when sub-parts are no longer reasonably available. It does require the contractor to utilize like technology substitutions when original replacement parts are no longer available.
- E. At the Owner’s sole option modernized or otherwise upgraded systems and parts thereof may be automatically included under the terms of this full comprehensive agreement, whether such components are specifically identified or not, without extra cost to the Owner.
- F. Contractor Installed Maintenance and Diagnostic Aids
- G. The Contractor may install Maintenance and Diagnostic Aids provided the installed equipment does not interfere with the safety and operation of the maintained equipment and is installed according to all applicable code requirements. All required permit fees shall be paid by the Contractor. The Contractor assumes all liability related to any equipment installed under this section including patent and software copyright infringement liabilities. The Contractor may

remove equipment installed under this section at any time, subject to the requirements of the base Service Agreement and must verify the integrity of the original design and operation when the equipment is removed.

1.16 OBSOLESCENCE

- A. Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
- B. In the event of component obsolescence as defined in Paragraph A above, the condition shall be reported to the Owner with the following information:
 - 1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 - 2. Procurement and installation time for restoration of system service.
 - 3. Any safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).
 - 4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity, and safety.
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
 - 1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided under Exhibit 'A' shall be used to compute the extraordinary labor charge if applicable.
 - b. Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
 - c. At Owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
 - 2. Subsequent to the Owners authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- D. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
 - 1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.

2. Should the contractor reject an obsolescence repair made by others, the Owner may have a qualified third-party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the Owner may terminate the maintenance contract and award the maintenance work to another Contractor at the Owner's sole discretion.

1.17 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under this Contract to install new attachments or parts different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.18 RECORD KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and callback service, including a Maintenance Control Program (MCP) shall be kept in the machine room or other designated location at the site of work, per the requirements of ASME A17.1 and the local AHJ. These records are to be available to "Owner" OR "Owner's Representative" at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Record keeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests, and third party assisted examinations. Records shall be kept on site for the life of the Contract. Upon request, a copy of the records shall be provided to the Owner. The Contractor will interface with and utilize the Owners web-based maintenance software and shall maintain up to date records of all activities related to the elevators. The Owner will provide all necessary system training.

1.19 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.

1.20 REPORTS BY CONTRACTOR

The Contractor shall quarterly (within thirty [30] days after the quarter ends) or at any time during the term of this Contract, upon written request of the Owner's Representative (within thirty [30] days of the request), render a report of maintenance inspections, callbacks, repairs or replacements made by the Contractor at the premises herein, itemized as to building, unit number, maintenance hours provided, parts installed, services performed and supply samples of lubricants, compounds, or other materials employed if requested. Vendor's maintenance/record keeping system shall comply with the requirements of the applicable ASME a17.1 maintenance control program (MCP) and Minnesota building code rule 1307 (Minnesota elevator code).

1. Quarterly reporting requirements shall include a quarterly summary of maintenance hours detailed by name of employee, date work was performed and location of work by building name. In addition, the quarterly report shall include completed versus scheduled preventative maintenance procedures and planned repairs for the just completed quarter and a twelve (12) week projected schedule for preventative maintenance procedures and planned repairs.
2. Quarterly reporting requirements shall include total maintenance hours with a breakdown indicating the number of hours assigned, by building, for preventive maintenance, regular time callbacks, overtime callbacks and repairs. Backup documentation for the individual categories will be provided as requested by the Owner.
3. Quarterly reporting requirements shall include updated Safety Test Matrix's on a per building/per unit basis.
4. All quarterly contractor reports shall be uploaded into the current MPHA cloud-based website.

1.21 PRICE ADJUSTMENT

A. Labor Contracts and Overtime:

1. It is further understood and agreed that the Contractor shall furnish to the Owner in duplicate, a copy of their current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the Contractor further agrees to furnish any additional information concerning overtime charges to the Owner at any time upon request.

B. The Contractor shall be entitled to a review of their labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the annual renewal date of this Agreement each year.

C. Upon submission of proof, satisfactory to the Owner, that the Contractor's actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:

1. Eighty percent (80%) of the current fee shall be used to represent the labor portion of the contract.
2. Twenty percent (20%) of the current fee shall be used to represent the material portion of the contract.

D. The current labor portion of the contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year's labor portion of the agreement.

1. The initial base labor cost amount is \$_____. This represents the cost of the maintenance mechanic's hourly wage with associated cost fringe benefits. (No additional overhead or profit.)

E. The current materials portion of the contract shall be adjusted based on the established monthly difference in the "Producer Commodity Prices for Wholesale Metals and Metal Products Index"

as published by the United States Department of Labor, Bureau of Labor Statistics during the month within such adjustment occurs for comparison.

1. Using August 2023 as the base month, the material factor is \$310.279.
- F. Annual adjustments shall be effective the first day of the new Contract year and shall remain unchanged for the next twelve (12) months.
- G. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than four percent (4%) of the total contracted payment for the preceding Contract year.

1.22 INSURANCE COVERAGE

- A. The Contractor shall not commence work under this Contract until it has been agreed to and obtained the following minimum insurance coverage:
 1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Contract.
 2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carriers who write insurance and do business in the State of Minnesota Licensed for Surplus is not acceptable.
 3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays excluded) of any accidents, alterations, or changes affecting the equipment covered by this contract and of any change of Ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operates in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operates in a manner which might cause injury to anyone using said equipment.
 4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent, and the Owner of the building from any and all claims under worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
 5. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the "Owner" OR "Owner's Representative"

from any claim which may arise out of a result of Contractors operations under this service Contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- a. Commercial General Liability Insurance on an Occurrence basis including:
 - 1) Bodily Injury, Property Damage including Personal Injury and death.
 - 2) Per Project” endorsement.
 - 3) Broad form property damage liability.
 - 4) Blanket Contractual Liability including contractual liability assumed by this contract.
 - 5) Independent Contractors Protective Liability coverage. The minimum limit for Comprehensive Liability insurance coverage shall be:
 - a) Each Occurrence: \$1,000,000
General Aggregate: \$2,000,000
including “Per Project”
endorsement Products & Completed
Operations Aggregate: \$1,000,000
 - b) Excess liability limits of not less than:
Each Occurrence: \$4,000,000
Coverage to follow form of underlying policies.
 - c) Worker’s Compensation Insurance - In accordance with the statutory limits.
 - d) Employer’s Liability Insurance – With a minimum limit of not less than:
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 each employee
Bodily Injury by Disease: \$1,000,000 policy limit
 - e) Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.
- B. The foregoing insurance policies shall be primary to any other insurance which may be carried by the Owner and shall name Owner as additional insured with a specific policy endorsement as follows:
 - Minneapolis Public Housing Authority
 - VDA, Inc.
- C. Certificates of Insurance evidencing such coverage shall be filed with the Owner prior to the commencement of the contract and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.
- D. The policies shall contain a provision giving Owners at least thirty (30) day prior written notice of any change or cancellation of such insurance, in the event of cancellation of Non-Payment of Premium, in which ten (10) day notice will be provided. This notice will be included on the Certificate of Insurance.

- E. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A-, size VII" and shall be acceptable insurance carriers subject to the discretion of Owner.
- F. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- G. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the Owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

1.23 CANCELLATION

- A. The "Owner" OR "Owner's Representative" shall have the right to cancel this Contract upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:
 - 1. Elective upgrading of apparatus awarded to another vendor.
 - 2. Substandard services and/or poor maintenance practices as confirmed by the Consultant or other qualified professional.
 - 3. Failure to comply with governing authority directives and/or citations.
 - 4. Cost analysis completed prior to expiration date.
- B. For the purposes of this maintenance Agreement if the Owner finds fault in the Contractor's performance, the Owner shall notify the Contractor citing the examples of default and this communication will be presented via certified mail. The Owner will then allow the Contractor thirty (30) days from the date of receipt of the certified letter for the Contractor to reasonably cure said defaults.
- C. In addition to the rights provided in paragraph "A" hereunder, the "Owner" OR "Owner's Representative" shall have the right to cancel this Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the "Owner" OR "Owner's Representative".
- D. Under no circumstances, unless allowed by the Owner's Representative, will there be any shutdown or breakdown that last longer than three (3) days for traction elevators and two (2) days for hydraulic elevators. This includes locating the problem, procurement of parts, installation of these parts and placing the elevator back into safe, uninterrupted service. The Contractor must be so equipped to meet these conditions. If the Contractor is not able to obtain parts, necessary technical and engineering advice, etc., the Contractor will be considered in default, giving sufficient justification to the Owner to immediately cancel this agreement and obtain these services from any Contractor the Owner may choose.
- E. Cancellation of this Agreement prior to the expiration date shall entitle the Contractor to payment for services rendered up to and including the date of cancellation; and the "Owner" OR "Owner's

Representative” shall not be responsible for any expenses or subsequent costs that may be incurred by the Contractor as a result of an early cancellation or standard Contract Agreement expiration.

1.24 NOTICES

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

Contractor:

“Owner” OR “Owner's Representative”:

_____ (Building Entity, if applicable)

Minneapolis Public Housing Authority
1001 Washington Avenue North
Minneapolis, Minnesota 55401-1043

1.25 PAYMENT/TERMS

- A. This service will be furnished from January 1, 2024, for a period of three (3) years with the option of two (2), one (1) year extensions. All replacement parts, repairs, adjustments and associated services, as specified herein, shall be supplied, installed, performed and conducted at the Contractor's sole cost and expense unless otherwise specified herein.
 - 1. The Contractor and MPHA shall have the option to extend this agreement with an additional two (2), one (1) year extension options with HUD and Board approval.

2. The "Owner" OR "Owner's Representative" agrees to pay the Contractor on a monthly basis, the fee of _____ Dollars (\$_____)the term of this Agreement, subject to price adjustments as specified herein.
- a. All work including standard maintenance, repair, or extraordinary work of any kind shall be invoiced using the current MPHA drop box system.
 - b. A Monthly invoice shall be provided in within fifteen (15) days after the month ends and shall detail charges for standard maintenance in the following manner. Each property shall be individually listed on the invoice and identified by project number and address. The number of maintenance hours provided during the quarter to-date, the target maintenance hours for the quarter to-date, the variance between the actual and target maintenance hours for the quarter to-date, and the callback and repair hours for the quarter to-date shall be listed in columns to the right of the address. Columns shall also be provided for the base monthly maintenance fee per building and an adjusted fee that will include any refunds as a result of not providing the minimum maintenance hours required. The invoice shall be accompanied by Certified Payroll Affidavits for all work performed during the month.
 - c. Extraordinary work and/or other work, as approved by the Purchaser/Owner in writing, shall be invoiced separately upon completion and acceptance of the work or other services performed as detailed below:
 - 1) Contract Identification
 - 2) Date of Service
 - 3) Service Identification: Completely describe the service performed and/or materials provided, including the project number and building address where service was performed.
 - 4) Work order originator: MPHA work order number: To be given to the vendor by the person requesting service and to be written on the invoice next to the invoice number.
 - 5) Unit prices: The price shall be separated into labor, materials, quantities, rates and extended totals.
 - 6) Total unit prices (from item 5).
 - 7) Permit fee: A copy of the approved permit and evidence of proper closure shall be submitted with the invoice.
 - 8) Expenses: Itemized reimbursable expenses including mileage and travel time.
 - 9) Total charges: Summarize prices from items 6, 7, and 8.
 - 10) Copies of time sheets, material invoices, and a certified payroll affidavit shall accompany invoice.
 - d. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated. Applicable taxes shall be itemized on the monthly billing invoice statement by material line item or labor charge as appropriate.

1.26 NON-PAYMENT

- A. The "Owner" OR "Owner's Representative" may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the "Owner" OR "Owner's Representative" will retain the monthly payment to the Contractor until the Consultant verifies

that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance is noted, the Owner has the right to immediately cancel the Contract without notice to the Contractor.

- B. The Consultant, “Owner” OR “Owner's Representative” may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
 - 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the Contract. The Owner, after three (3) days written notice and/or email to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of remedy from the maintenance Contract.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor’s failure to perform.
 - 3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
 - 4. Damage to the building and/or equipment as a result of work performed or another subcontractor’s failure to perform.

1.27 ERRORS AND OMISSIONS

- A. Contractor shall notify the “Owner” OR “Owner's Representative” and Consultant in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance Contract specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the Agreement.
 - 1. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication if any, is not intended to expand coverage or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the “Owner” OR “Owner's Representative”.

1.28 LABOR LAWS

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

1.29 BACKGROUND CHECKS

- A. The Contractor agrees to submit to background checks, as required by the Owner, for any of their employees who are assigned to work on this project, or in the building, at any time at the Owner’s expense

1.30 ASSIGNMENTS

- A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due them or to become due to them hereunder without the previous written consent of the Owner.

1.31 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, lockouts, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

1.32 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed in the state, municipality, and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

1.33 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

1.34 ATTORNEYS' FEES

- A. In the event litigation be commenced by either party hereto against the other in connection with the enforcement of any provision of this Agreement, the losing party shall pay all court costs and shall pay to the prevailing party all expenses incurred by the prevailing party in litigation, including attorneys' fees in a reasonable amount to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

1.35 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that "Owner" OR "Owner's Representative", its parent, subsidiaries and/or affiliates shall not be liable or responsible in any way for any loss of or damage or injury to any equipment as referred to in this Agreement or other personal property belonging to Contractor or any personnel of Contractor while in any area of the building; nor shall "Owner" OR "Owner's Representative", its parent, subsidiaries and/or affiliates be liable for any injury suffered by any personnel of Contractor while on or in the Owner's property. Personnel of Contractor shall make all necessary arrangements for the safety and security of such equipment and other personal property at all times.

1.36 AGREEMENT DESIGN

- A. It is agreed that this Agreement and any attachment and/or exhibits are contractual in nature and voluntarily entered into by both Parties as their free act and deed, acting in their individual judgment without reliance upon any statement or representation of the other party. This Agreement, any attachments and exhibits constitute the entire understanding, oral or written, between the Parties, and supersedes any and all prior discussions and/or agreement between the Parties. The parties agree that any alteration to any exhibits, attachments or addenda noted therein or herein, and attached hereto shall be null and void, unless made in writing by mutual agreement of Customer and Contractor. The Parties agree to execute whatever additional documents are deemed reasonably necessary to effectuate this transaction.
- B. Both parties have participated in the preparation of this Agreement and have been afforded the opportunity to have this Agreement reviewed by legal counsel and/or other consultants of their choice. It is agreed that the normal rule of construction against the drafter shall not apply to the provisions of this Agreement.

1.37 SEVERABILITY AND REFORMATION

- A. This Agreement is binding upon the Parties, their respective successors, assigns and legal representatives. If a Court, having competent jurisdiction, determines that one or more of the provisions is invalid or unenforceable, the Court will have the right to modify same to the minimum extent necessary to make it valid and enforceable, with the rest of this Agreement remaining unaffected by such conclusion or reformation.

1.38 CONTRACT TERMS GOVERNED BY THE STATE OF MINNESOTA

- A. This Contract shall be governed by the laws of the State of Minnesota and applicable Federal statutes (including HUD regulations).

1.39 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the information is returned to whoever disclosed such information, after the date of termination or expiration of this Agreement.

1.40 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts at the site of the work for all non-MCE controlled equipment to perform scheduled preventive maintenance procedures and common emergency callback service repairs. Such parts shall include but are not limited

to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, guides and an assortment of hardware. A list of this inventory shall be provided to the MPHA annually.

- B. The Contractor shall maintain an inventory of spare parts at the site of the work, or in all servicing mechanics' mobile vans, for MCE controlled equipment to perform scheduled preventive maintenance procedures and common emergency call-back service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, guides and an assortment of hardware. A list of this inventory shall be provided to the MPHA annually.
- C. Contractor shall have available major electronic and mechanical assemblies routinely considered by the industry to be replaceable units. Such items shall be available for emergency shipment from the maintaining company or their supplying vendor within 24 hours.
- D. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure "as built" documents remain on site and the property of the Purchasers.

1.41 MATERIALS AND WORKMANSHIP

- A. All materials and parts shall be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

1.42 EQUAL OPPORTUNITY

- A. The Contractor shall maintain policies of employment as follows:
 - 1. The Contractor and all Subcontractors shall not discriminate or retaliate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the policies of non-discrimination.

2. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

1. The Parties shall comply with the basic tenants of the Equal Employment Opportunity Requirements of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Restoration Act of 1987, various state Fair Employment Practices Acts, and any other federal, state or local laws or ordinances pertaining to equal employment opportunity, and that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, disability, age, sex, national origin or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination. In addition, Contractor agrees to indemnify and hold harmless Owner, its parent, affiliates, employees, agents, representatives, and any of its or their officers, directors, employees, agents, successors, or assigns, harmless from all loss, cost or expense, including reasonable attorneys' fees for any violation by Contractor, its employees, agents, representatives, or assigns of the rules and regulations set forth and enforced by the Immigration and Naturalization Services pursuant to the Immigration and Nationality Act, as well as the Illegal Immigration Reform and Immigrant Responsibility Act which obligation to indemnify shall survive the expiration or termination of this Agreement.
2. Contractor shall maintain comprehensive records of all services performed under this Agreement. These records will be available for inspection by Purchaser at any time during regular business hours and upon 48 hours written notice.

1.43 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the maintenance procedure.

1.44 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by the Purchaser's or Purchaser's Designee at the property, (iii) conduct any handling of Purchaser's Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Purchaser's name, or enter into any agreement on behalf of Purchaser in connection herewith (unless expressly pre-authorized in writing by

Purchaser), (v) safeguard the physical security of Purchaser's Confidential Information if it has access to or possession of such information, (vi) ensure that only "Authorized Representatives" of this Agreement, will have access to any of Purchaser's Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Purchaser's employees for any purpose. The Parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

PART 2 - PRODUCTS AND SERVICES

2.1 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways and pits. The Contractor shall include a specified minimum number of hours per quarter per unit that is to be dedicated to routine preventive maintenance. The required frequency for the scheduled systematic examinations and the specified minimum hours for routine preventive maintenance are as specified in this contract. Hours assigned to meeting the specified minimum hours for routine preventive maintenance shall not include callback or emergency/unscheduled repair hours. Hours performed on routine preventive maintenance that coincides with a callback or emergency/unscheduled repair may be assigned to meeting the specified minimum hours. Liquidated damages for failure to provide the specified minimum hours per month of routine preventive maintenance are as provided in Minimum Hour Guarantee.
- B. Minimum maintenance hours shall be based on the following minimum staffing requirements:
1. One (1) dedicated full-time Service Mechanic assigned exclusively to this contract.
 2. Additional Service Mechanic(s)/Apprentice(s) as required fulfilling the preventive maintenance requirements.
 3. Additional labor as needed to fulfill contract requirements for emergency callback services, inspection and testing services, repair and/or direct replacement component renewal procedures.
- C. Contractor shall make every effort to contact maintenance team leader before performing routine preventative maintenance. List of contacts will be provided by MPHA.
- D. Contractor shall schedule routine preventative maintenance at the following locations:
1. Main Office – 1001 Washington Avenue
 2. Amp 3 – 901 4th Avenue North
 3. AMP 5- 2533 South 1st Ave.

Note: Any property where multiple elevators exist and one (1) elevator is out of service, routine preventative maintenance for any functioning elevators shall be scheduled in advance.

2.2 LUBRICATION

- A. Lubricate as often as and in the manner specified by said manufacturer all of those mechanical parts, recommended to be lubricated by the original manufacturer of the elevator equipment. Hoist ropes shall be lubricated as often as and, in the manner specified by the hoist rope manufacturer.
- B. Where none currently exist, or existing devices are inoperable, automatic hoist cable lubrication devices shall be installed all traction elevators within ninety (90) days of contract commencement. The type of lubrication device shall be approved by the Owners Representative.

2.3 CLEANING

- A. The Contractor shall, during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the machine room(s), car top(s) and pit area(s) of the elevators. Contractor shall thoroughly clean down all elevator equipment within the hoistways of accumulated dirt, grease, dust and debris thirty (30) days prior to the annual contract anniversary date. The Contractor shall clean hoist ropes as often necessary to maintain traction characteristics and allow for proper inspection.

2.4 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. The machine room and pit floor and storage areas located in the elevator machine rooms shall be painted with a good quality deck enamel prior to each two (2) year anniversary date of this contract or more often, if necessary, to maintain a well-maintained appearance. All paint applied shall be safe for the environment and non-toxic.
- B. The motor and motor generator windings and armatures are to be cleaned periodically and painted with insulating varnish.

2.5 INSPECTIONS

- A. The Contractor shall provide annual Efficiency and Maintenance Survey Inspections for all units. These inspections shall include a report with recommendations and shall be performed by a Contractor-trained, salaried management employee. The dedicated technician or other field personnel are not allowed to perform these inspections. Personnel performing Efficiency and Maintenance Surveys must enter the date of the survey in the "on-site" MCP. This date shall also be referenced within the required report for the respective facility.
- B. The results of these inspections shall be summarized with appropriate backup material in an annual report to the Owner by the end of the month following the anniversary date of the contract. The Owner and/or the Owner's Independent Consultant shall meet with Contractor to review the report to validate compliance with Contract performance criteria. This report shall also include the fourth quarter report required under Section 1.12 and the following performance parameters and summary data for each vertical transportation unit as appropriate:

1. Unit speed up and OEM designed speed
2. Unit speed down and OEM designed speed
3. Door open speed and OEM designed speed
4. Door close speed normal and code parameter
5. Door close speed reduced (nudging) and code parameter
6. Door closing torque and code parameter
7. Door dwell time – car call and ADA parameter
8. Door dwell time – hall call and ADA parameter
9. Leveling accuracy summary and OEM designed parameter
10. Date of the last annual / five-year safety test completed, including escalators
11. Date of last testing of the Emergency light/alarm systems.
12. Date of last testing and summary results of the emergency communication system.
13. Date of last testing and summary results of the Fireman’s Service Phase 1 and 2 systems
14. Date of last testing of the emergency power/standby systems
15. Dates and summary results of the preceding twelve (12) months communication and fire recall system tests
16. Annualized Callback rate by common control group from the preceding twelve (12) months with backup detail
17. Dedicated maintenance hours for the preceding twelve (12) months by unit

C. Purchaser/Owner reserves the right to make such inspections and tests whenever it deems necessary or appropriate to ascertain that the requirements of this Agreement are being fulfilled. Any deficiencies noted by Purchaser shall be promptly corrected at Contractor’s expense. If Contractor fails to perform elevator maintenance services pursuant to this Agreement in a diligent and satisfactory manner, Purchaser may, after ten (10) working days written notice to Contractor, perform or cause to be performed all or any part of the work required. Contractor shall reimburse Purchaser for any expense incurred therefore, or at Purchaser’s election may deduct the amount from any sum owing Contractor.

D. Upon request the Contractor shall accompany the Owner or the Owner’s Independent Consultant on inspections to evaluate contract compliance.

E. Consultant re-inspection fees to confirm satisfactory completion of deficiencies other than those scheduled to be performed as a part of routine maintenance within three (3) months of the initial inspection shall be reimbursed to the Owner by the Contractor. The Owner shall withhold the re-inspection fees from the Contractor’s monthly billing.

F. The Contractor shall be responsible for yearly Consultant inspection and re-inspection fee(s) for any building that is identified in the annual summary reports as having an average annualized callback rate that exceeds the guaranteed rate by more than twenty-five percent (25%).

2.6 TESTING

A. The Contractor shall conduct all testing procedures in accordance with the applicable Laws, regulations and ordinances, and/or ASME A17.1 standards at intervals specified. Contractor shall abide by all laws, codes, rules, and regulations and ordinances set forth by the appropriate authorities having jurisdiction over the systems where the services under this Agreement are being

performed. Any fines incurred for failure to complete required testing or for filing irregularities will be paid by the Contractor.

1. The Contractor shall act as the Owner's agent for conducting or assisting in the conducting of all tests and inspections required for the equipment covered by this contract.
2. All associated filing procedures per the governing authority shall be completed and executed by the Contractor including payment of all associated fees or other charges.
3. Confirmation of all tests and forms filed on behalf of the Owner shall be forwarded to the Owner's Representative within five (5) working days of the procedure.
4. Contractor shall monthly test and log in the Maintenance Control Program (MCP) all emergency communication systems in all elevators and in all machine rooms.
5. Contractor shall utilize a safety test matrix detailing safety testing dates throughout the year for all units included in their portfolio on a per building basis. This matrix shall be updated each quarter and documentation of such activity shall be provided with the required quarterly reports.
6. All testing will need to be coordinated in advance with the MPHA so as to minimize the amount of disruption to the tenants. Full load, Fireman's Service and Emergency Power testing can all be performed during regular working hours with advance notification to the MPHA.

B. Emergency Recall and Emergency Power System Test

1. The Firemen Service System shall be tested monthly, at a time specified by the building management for operation under Phases I and Phase II, when applicable, as defined by code and Local Law. The elevator interior emergency lighting and intercom systems shall be tested at the same time so as not to interfere with normal operations. All tests will be performed on a not-to-interfere basis.
2. Where applicable, the emergency power system shall be tested annually, at a time specified by Building Management, for proper operation. Building Management will advise the Contractor at least one (1) week in advance of required test performance date and time. This work will be performed on a not-to-interfere basis.
 - a. The emergency power testing will be performed in conjunction with the 5-year full load testing when required for all traction elevators as further described herein.
3. Contractor shall submit to the Owner a full description of the test of the Fireman's service, elevator interior emergency lighting, intercom, and emergency power systems, and the results of such tests within ten (10) days of performance.

C. Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test

1. Contractor shall perform an Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test conforming to the requirements contained in the applicable ASME A17.1 Elevator Safety Code on all Hydraulic Elevators covered by this Contract.

D. Annual Electric Traction Elevator No-load Safety Test

1. Contractor shall perform an Annual Electric Traction Elevator No-load Safety Test conforming to the requirements contained in the applicable ASME A17.1 Elevator Safety Code on all Traction Elevators covered by this Contract.

E. Five-Year Full-Load Safety Test

1. Contractor shall perform a Five-Year Full-load Safety Test conforming to the requirements contained in the applicable ASME A17.1 Elevator Safety Code on all Traction Elevators covered by this Contract.
2. Full load testing of the elevators shall be scheduled to coincide with the annual emergency power generator testing so as the largest elevator in any group shall run with a full load while under emergency power.

2.7 CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Contractor shall provide emergency call-back service which consists of promptly dispatching qualified employees in response to requests from the Owner or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. Overtime Call-Back Coverage (OTCB) shall be provided at no charge to the owner for the units identified under the OTCB column on Exhibit B. On multiple unit buildings, OTCB shall be provided on only the elevator designated as necessary for medical emergencies, i.e. the large elevator capable of transporting a medical gurney. On multiple unit buildings where both units are the same size, unit number 1 (one) shall have OTCB coverage. Emergency repairs shall be made within four (4) hours of arrival to restore the equipment to operating order. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.
- B. If the mechanic cannot restore operation of the elevator after four (4) hours, the contractor must provide additional technical support to expedite restoration of the elevator to normal service. After eight (8) hours cumulative, the assigned mechanic will be relieved of the call to pursue preventative maintenance services elsewhere while the contractor supplied assistance continues until the elevator is restored to normal service.
- C. Contractor shall provide:
1. Call-back service in response to passenger entrapments shall be provided within one-half (½) hour during regular working hours and within one (1) hour during overtime periods. Response shall be defined as being "on-site" in the previously defined times. Failure to provide the specified response times with regards to entrapments are subject to penalties as detailed in Section 4.07 (B).
 2. Call-back services for out-of-service units shall be provided within one (1) hour during regular working hours (7:00 am through 4:00 pm), and within two (2) hours between 6:00 a.m. and 8:00 a.m. and 4:30 p.m. and 6:30 p.m. Monday through Friday, except holidays.
 3. Call-back services for out-of-service units shall be provided within two (2) hours at all other times not specified above in "A".

2.8 REPAIRS, RENEWALS, AND REPLACEMENTS

- A. Repairs, renewals, and replacements shall be made by the Contractor as soon as scheduled or other examinations reveal the necessity of the same, or when the Customer so advises the Contractor under the terms of this Agreement. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventive maintenance

practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repair, renewal, or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:

1. Automatic door systems, power operated door systems and manual door/gate systems complete.
 - a. Power operator and engagement linkages.
 - b. Car door top track and hanger roller assemblies.
 - c. Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.
 - d. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
2. Car frame, platform, and car safety devices complete.
 - a. Crosshead, stiles, hitch plates, tie rods, supports and related structures.
 - b. Car roller guides, shoes, stands, spindles, gibs, rollers and tensioning devices.
 - c. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
 - d. Car fans, blowers and cab ventilation systems.
3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete.
 - a. Geared traction and winding drum units, gearless traction and related systems complete.
 - b. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers and hardware.
 - c. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
 - d. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
4. Controls, selectors, power drives, encoding devices with related wiring, conduit and circuitry complete.

- a. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders and hardware.
 - b. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
 - c. Filters, fans, blowers, wiring, studs, terminal blocks, plug connectors, C.R.T.'s or other diagnostic devices, keyboards and printers.
 - d. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state and hard wire circuitry.
5. Car and counterweight safety systems.
- a. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps and hardware.
6. Hoistway and pit equipment.
- a. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains and cables used for suspension, compensation, safety and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs and guards.
7. Operating and signal fixtures with electrical wiring.
- a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
 - c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete.

- e. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
 - 8. Hydraulic systems' components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings including shutoff valves, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
 - 9. The Contractor shall repair and/or replace all electrical traveling cables, wiring and conductors extending to the controls from main line switch in the Machine Room and outlets in the hoistways.
 - 10. The Contractor shall be responsible for relamping all lighting fixtures in the pit, machine room, and hoistway (excluding cab lighting) as required. If cab relamping requires access from the car top to do so, then the Contractor will be required to relamp these devices. The Owner is to provide any lighting elements required.
 - 11. The following items of equipment are excluded: Main line power switches and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors and door frames, buried hydraulic piping, cylinder and conventional below grade plunger assemblies.
- B. All parts considered billable per this agreement are limited to the Contractor's actual costs plus a ten percent (10%) markup.
 - C. During any unforeseen event i.e., water damage, Contractor must include Consultant in all site visits and meetings and every effort should be made to include AHJ. Any list developed by the QEI certified representative of the elevator contractor shall be approved by the consultant prior to submittal to the AHJ.

2.9 RIGHT TO MONITOR CONTRACTOR SERVICE AND PERSONNEL

- A. In addition to the Contractor's management and supervision of services specified herein, the Owner shall retain the right to monitor the actions of the Contractor and services rendered.
- B. The Owner may employ direct labor for management supervision or indirect outside consultants, inspectors, engineers or other qualified personnel to monitor the maintenance services provided by the Contractor with the understanding that such actions do not limit the Contractor's responsibilities for management of services or supervision of personnel.
- C. When conditions warrant, in the opinion of the "Owner" OR "Owner's Representative", the Contractor shall provide the necessary labor and/or materials, at no additional cost, to assist the "Owner" OR "Owner's Representative" to evaluate the services rendered, work performed, and equipment conditions.
- D. There shall be no extra charge to the Owner for normal coordination of services, scheduling procedures, reporting requirements, or other service management and supervision mandated under the terms of this Contract to include assistance labor as specified above when assigned personnel are removed from normal duties without replacement by additional personnel for such assistance to the Owner..

- E. In the event the Contractor changes assigned management or supervisory personnel, the Owner shall retain the right to interview and evaluate all new personnel assigned for direct or indirect management and supervision of this Contract work.
- F. In the event the Contractor union affiliated personnel fail to perform their duties satisfactory to the Owner or display an attitude that is not conducive to good relationships or proper servicing of the elevator systems, the Owner may request a position reassignment based on submission of substantial evidence that such Contractor employee is not serving the best interests of the building and/or the Contractor in performing services specified herein. The Contractor shall honor said request within twenty-four (24) hours of notification and provide labor satisfactory to the Owner.
- G. The Owner reserves the right to purchase related vertical transportation system services, attachments or other appurtenances not covered under the terms of this Contract from other than the Maintenance Contractor. The Contractor shall cooperate and assist the Owner in coordination of such projects or acts to insure safe and adequate vertical transportation is provided. When conditions warrant, in the opinion of the Owner, the Contractor shall provide technical assistance to the Owner upon request.

2.10 CONFIDENTIALITY

- A. The Owner may provide information to enable Contractor to render services hereunder, or Contractor may learn information about property or develop such information from Owner. Contractors agrees:
- B. To treat, and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Owner as confidential.
- C. Not to disclose and such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Owner to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Owner's written approval, except to the extent necessary in connection with performing services or when required by law.
- D. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of or reference to the property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

2.11 SECURITY

- A. Contractor and Contractor's personnel shall comply with all security regulations and requirements of Owner and Owner's tenants.
- B. Contractor and Contractor's personnel shall submit to security background checks as required.

2.12 SCHEDULE SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:

1. Examination of wire ropes and/or coated steel belts to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all re-shackling procedures per ASME A17.1 and/or ASME A17.6 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
2. Examination, repair, and replacement of all electrical wiring, traveling cables, conduits, connections, and related apparatus extending from the main line power supply switch in the machine/control room or other power supplies in hoistways.
3. Maintenance of pit, hoistway, and machine/control room lighting to include re-lamping, wiring, and switch controls.
4. Cleaning of all hoist ropes as often as necessary to maintain traction characteristics and allow for proper inspection.
5. Lubricating hoist ropes as often as and in the manner specified by the hoist rope manufacturer.
6. Semi-annual testing and documentation of all motor fields, generator fields and armatures electrical resistances when referenced to a mechanical ground. Repairs or replacement shall be scheduled whenever any equipment tested indicates a resistance of less than 200K ohms above referenced ground.
7. Re-lamping signals, as required, during regular examinations. Whenever possible, all replacement indicator lamps shall be the "LED" type.
8. Removing only one (1) elevator in a building at a time from service for performing routine maintenance.

B. Monthly Firemen's Recall Service

1. Monthly Firemen's Recall Service Tests following the ASME Code A17.1/A17.2 requirements must be performed monthly and test logs kept current and stored in an accessible location in the elevator machine/control room / space, and per the requirements of the Local AHJ.

PART 3 - EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.1 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer's (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed thirty (30) foot-pounds. The following performance schedule shall be adhered to:

Traction / Hydraulic Performance Criteria	
PARAMETER	Microprocessor Control
CONTRACT SPEED	± 2%
LEVELING ACCURACY	within ¼"
DOOR OPEN SPEED IN SECONDS	2x close speed
DOOR CLOSE SPEED IN SECONDS	code + 10%
DOOR CLOSE SPEED NUDGING IN SECONDS	code + 10%
DOOR NUDGING ACTIVATION IN SECONDS	30 – 60
DOOR DWELL – CAR CALL IN SECONDS (ADA COMPLIANT)	3.0 – 4.0
DOOR DWELL – HALL CALL IN SECONDS (ADA Compliant)	5.0 – 6.0
PERFORMANCE TIME IN SECONDS (12' floor height)	350 fpm / 9 – 11
RIDE QUALITY	30 milli/g - traction 40 milli/g - hydraulic
SOUND QUALITY (during door operation, with fan running)	67 dbas - traction 70 dbas - hydraulic

The individual performance of similar elevators shall be the same.

3.2 SAFETY AND ENVIRONMENTAL

- A. The Contractor is required to provide its employees with all legally required safety training prior to allowing the employees to work in any of the Owner's facilities. Contractor shall provide a copy of applicable safety training records to the Owner upon request.
- B. Contractor must properly dispose of all waste material generated in servicing the equipment covered by this contract. Waste materials consist of lubricants, cleaning materials, paints, absorbents and any other material brought on site by the Contractor that is not part of the fixed equipment. Contractor shall be responsible for all environmental spills and/or waste disposal caused by incorrect work procedures and/or Contractor negligence.
- C. Contractor shall provide, prior to starting work under this agreement, Material Safety Data Sheets (MSDS) for all applicable material(s) stored or expected to be used at the maintenance site. When new materials are brought to the maintenance site Material Safety Data Sheets (MSDS) must be provided to the Owner prior to arrival of such material.
- D. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations and shall otherwise be responsible to comply with all OSHA and other lawful safety regulations.

- E. Material storage facilities (cabinets including flammable storage cabinets, waste containers, etc. used to store parts, cleaning materials and lubricants) shall be provided by the Contractor, and shall comply with all federal, state and local laws and codes.

3.3 BUILDING WORK RULES AND CONDITIONS

- A. If Contractor's and/or subcontractors' work in performing the services described herein disturbs Property tenants as determined solely by the Owner, Contractor shall cease work immediately and reschedule for a time acceptable to the Owner.
- B. Contractor and/or its subcontractors shall coordinate with the Owner prior to shutting off or testing any of the building's electrical, plumbing, mechanical life safety or energy management systems. Under no circumstances will Contractor and/or its subcontractors disturb these systems without the express permission and written authorization of the Owner.
- C. Contractor employees, agents, and subcontractors shall submit to a background check by Owner or Owner authorized vendor. Owner shall determine appropriate level of background investigation for Contractor employees, agents, and subcontractors.
- D. Contractor employees, agents, and subcontractors shall wear full work uniforms with company identification and the individuals name prominently displayed.
- E. Contractor employees, agents, and subcontractors shall comply with Owner's "Key and/or Access Card policy.
- F. Contractor shall immediately report to the Owner any and all damage caused by its employees, agents, or subcontractors and shall reimburse the Owner for the cost of repairs within ten (10) days from receipt of invoice. In the event Contractor fails to report such incidents and the Owner determines in its sole opinion, based on inspection of the site, that damage was caused by Contractor, Contractor shall likewise reimburse the Owner for the cost of repairs within ten (10) days from receipt of invoice.
- G. Contractor shall post in the building lobby(s) a notice of any scheduled elevator repair(s) that will exceed four (4) hours in duration forty-eight (48) hours prior to the start of the repair(s).
- H. The Contractor's dedicated route mechanic shall be equipped with a digital camera to be utilized to document incidents relating to vandalism or abuse. Photographs of such incidents shall accompany the related invoice for payment due to vandalism or abuse.

3.4 MEETINGS

- A. Contractors' personnel shall meet with the Purchasers' Representative quarterly to review the reports submitted under Section 1.12, the contractor's compliance with the minimum monthly maintenance hour provision of the specification and any other contract related issues deemed appropriate by the Purchasers' Representative. Each fourth quarter meeting will also include a

review of the reports submitted under Section 2.05. Contractors' personnel shall also be required to meet with the Purchasers' Representative to resolve any contract-related issues that arise during the administration of this agreement on an as needed basis.

- B. The contractor shall attend monthly or at any time during the term of this Contract, upon written request of the Owner's Representative, call-back reduction meetings. Contractor shall provide reports including analytical data and charts to facilitate review of callbacks at these meetings.

3.5 NON-CONTRACTUAL CORRECTIVE ACTION NOTIFICATION TO OWNER

- A. When, in the opinion of the Contractor, corrective action is needed, but considered within the terms of this contract, to be the responsibility of the Owner rather than the Contractor, a written report detailing the nature of such action shall be promptly delivered to the Owner for further action (promptly is defined as within ten (10) working days of becoming aware of the need for corrective action). If such corrective action is considered to be needed on an emergency basis, that is, necessary to maintain an elevator in service or correct a safety related problem notification of the nature of such corrective action shall be immediately provided by telephone, facsimile and e-mail to the Owner's Representative.

3.6 INFORMATION LIBRARY REQUIREMENTS

- A. The Contractor shall have and maintain, for the duration of this agreement, a reference library of information containing, but not limited to, the applicable and current ANSI/ASME A17.1 and A17.3 Safety Code for Elevators and Escalators, current ANSI/ASME A17.2 Inspector's Manual, manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), parts and assembly list and other basic information needed to properly test, adjust and maintain the equipment covered by this agreement. If technical documentation unique to the Owner's installation is not available from the Owner, the Owner shall assist the Contractor in obtaining the information.

3.7 CHANGES IN SCOPE

- A. The Owner may at any time, by written order, make changes within the general scope of this contract in the work and service to be performed. If any such cases cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of this agreement, an equitable adjustment shall be made, and the contract modified in writing accordingly. If the Owner and Contractor fail to agree upon the adjustment to be made, the Owner reserves the right to solicit bids from other vendors for the performance of the additional work.
- B. When the Owner removes one or more elevators named in this contract from service in order to perform work on such elevators that is outside the scope of this contract, the monthly payments due the Contractor and the minimum maintenance hours required to be provided by the Contractor will be reduced accordingly. The Contractor shall be notified, in writing, by letter or contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, the Owner will negotiate an equitable adjustment with the Contractor and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than thirty (30) consecutive calendar days, the Owner will issue a modification to the contract and negotiate and equitable adjustment in the contract price in accordance with the changes clause.

The period for reducing payments will begin on the effective date specified in the notice and will continue through the day before the elevator(s) is returned to covered service.

PART 4 - PERFORMANCE, GUARANTEES, AND PENALTIES

4.1 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND

- A. At Purchaser's option, the Contractor may be asked for a bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. Such Bonds, in the absence of notice hereafter provided, shall be obtained by the Contractor and the premium for such Bonds will be paid by the Owner. The Contractor agrees to furnish to the Owner's authorized insurance representative, complete and detailed financial information required for the issuance of such Bonds, also, a completed and signed Application for Bond, without deletions, on Surety's form, acceptable to the Owner. The Contractor also agrees to comply with any other reasonable requests of the surety so that Bonds may be issued. All information submitted by the Contractor shall be considered privileged information and therefore kept as confidential as possible. This information will be used only in connection with securing said bonds for this project.
- B. Upon notice to the Contractor, prior to the initial signing of the Agreement, or any subsequent annual renewal, the Purchaser shall have the right to require the Contractor to obtain the aforementioned bonding at prevailing rates, with surety acceptable to the Purchaser.

4.2 RELIABILITY GUARANTEE

- A. Contractor shall correct any system malfunction which requires the removal of a unit from normal operating service within forty-eight (48) hours of the initial failure for hydraulic elevators and seventy-two (72) hours of the initial failure for traction elevators excluding weekends and holidays.
- B. If the unit is not returned to service within the specified time allotment, the Contractor shall reduce the subsequent monthly maintenance charge for the unit by amount equal to fifty percent (50%) of the total monthly unit price for each twenty-four (24) hour period the unit is out of service from the date of system malfunction. Any overtime required beyond the required timeline established in A above shall be performed at no cost to the Owner.
 - 1. However, Contractor shall not be penalized for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.

4.3 MINIMUM HOUR GUARANTEE

- A. Contractor's failure to provide the specified monthly minimum hours for routine preventative maintenance on an averaged quarterly basis shall result in the Contractor providing a refund to the Owner for the unexpended hours at the "Straight Time Rate Hourly Selling Price" or overtime rate, if appropriate, for Maintenance Mechanics listed in Exhibit A, price adjusted as appropriate. The amount to be refunded shall be deducted from the monthly maintenance fee in the month(s) following each quarterly anniversary date of the contract or refunded by check at the option of the Owner. The amount shall be determined as part of the quarterly review of reports. If the Contractor fails to provide the required monthly minimum hours for routine preventative maintenance for two (2) consecutive quarters, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

4.4 REPORTING GUARANTEE

- A. Failure to provide Quarterly, Annual or Owner requested Reports within the time frame specified in Section 2.05 will result in an automatic reduction of the total contract price of ten percent (10%) for a three (3) month period for reports required quarterly and ten percent (10%) for a year for reports required annually as damages. Damages will be cumulative year to year. If the quarterly reporting requirements are missed for two consecutive periods, the Owner has the option to immediately cancel the contract or to pursue any other available remedy.
- B. Failure to provide Efficiency and Maintenance Survey Inspection Reports performed by Contractors management personnel within the time frame specified in Section 2.05 will result in an automatic reduction of the total contract price of ten percent (10%) for a one (1) year period as damages. The dedicated technician or other field personnel are not allowed to perform these surveys. Damages will be cumulative year to year. If the yearly reporting requirements are missed for two (2) consecutive periods, the Owner has the option to immediately cancel the contract or to pursue any other available remedy.
- C. Failure to provide and maintain a Code Compliant Maintenance Control and Recordkeeping system as specified in Section 2 will result in an automatic reduction of the Contract price of ten percent (10%) for a one (1) year period as liquidated damages. Liquidated damages will be cumulative year to year. If the yearly recordkeeping requirements are missed for two (2) consecutive periods, the Owner has the option to immediately cancel the Contract or to pursue any other available remedy.

4.5 RFP DATA GUARANTEE

- A. The Contractor warrants that all data supplied as part of the RFP qualification process will remain valid for the duration of this contract. If any changes occur relative to the information provided as part of the RFP process the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

4.6 PERFORMANCE GUARANTEE

- A. Contractor's failure to comply with the performance criteria specified in section 3.01 shall subject the Contractor to payment of damages as follows:

1. If more than one (1) unit, or any simplex unit, in any bank of elevators fails to meet the performance requirements, the monthly billing for the entire bank of elevators or simplex unit shall be reduced during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by bank and year; that is, if a reduction is warranted for two/three consecutive years, the monthly fee in the second/third year will be reduced from the previous year's amount by an additional ten percent (10%) per year. If reductions in maintenance pricing due to poor Control System Performance occur for two (2) consecutive years, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.
2. If more than one (1) unit in any bank of elevators, or any simplex unit, fails to meet the performance requirements and corrections to return the unit to contract compliance within ninety (90) days of notification by the Owner are not completed, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

4.7 CALLBACK GUARANTEES

A. Callback Rate

1. Callbacks shall be monitored and reported quarterly on an annualized basis. For measurement purposes callbacks shall be grouped and averaged on an annualized basis by common control group. Callbacks for items not covered by the contract (i.e. vandalism, water or fire damage callbacks that have been billed to the customer and paid by mutual agreement) will not be included in the calculation (running on arrival or no problem found callbacks will be assumed to be problems not identified and fixed and will be included in the calculation).
2. Once a year in the month following the anniversary date of the contract the Contractor and the Owner will review the callback data submitted with the annual Inspection and Evaluation report. If the annualized call-back rate for any grouping exceeds the rate(s) provided on Exhibit B, submitted in the bidding by more than twenty-five (25%), the maintenance fee for each unit in that grouping will be reduced, as monetary damages, during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by group and year, that is, if a reduction is warranted for two to three (2 to 3) consecutive years, the monthly fee in the second/third year will be reduced from the previous year's amount by an additional ten percent (10%) per year. If reductions in maintenance pricing due to excessive call-backs occur for two (2) consecutive years, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

B. Entrapment Callback Response Time Guarantee

1. Contractor's failure to comply with the callback entrapment response times contained in Section 2.07A will result in the contractor paying monetary damages for the applicable callback(s) time, including travel time, at the billing rates listed in Exhibit A, price adjusted as appropriate. These monetary damages will be required for all applicable entrapment callbacks regardless as to their billability under the terms of the contract.

4.8 CONTRACTUAL REQUIREMENT GUARANTEE

- A. The Owner may have the Contractor's work and system performance checked by the Owner or an Independent Consultant to ensure the Contractor is performing in accordance with this Contract. If the Owner or an Independent Consultant determines that the contractual requirements are not being maintained, the Owner may retain the monthly payment to the Contractor until the Owner, or an Independent Consultant verifies that the work performance is back to standard. The Contractor shall pay re-inspection costs incurred by the Owner for an Independent Consultant by deduction from the monthly maintenance fees. If two (2) consecutive inspections by the Owner or an Independent Consultant within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being maintained, the Owner has the right to immediately cancel the Contract or to pursue any other available remedy.

4.9 SYSTEM RESPONSE TIME PERFORMANCE

- A. The group supervisory and individual unit control systems shall be maintained to provide overall satisfactory service levels as designed by the O.E.M.
- B. Upon the request of the Owner, the Contractor shall provide a computerized traffic study with a summary report that at a minimum details hall waiting times by floor and direction of travel. The Contractor shall use a Delta analyzer or similar device.

4.10 MOTOR BURNOUTS

- A. Hoist motor, hydraulic pump motor, hydraulic valve, and hydraulic pump burnouts / failures will cause the Contractor (and subcontractors) to commence around-the-clock repair efforts at no cost to the Owner and will continue until the elevator is placed back into service in all buildings with only one elevator, elevators designated on Exhibit B as Yes – Large Car and for all four (4) elevators at 600 North 18th Avenue. It is expected that for all other elevators covered by this agreement that repairs caused by the type of failures referenced in this section will be performed as quickly as possible during normal working hours.

4.11 TESTING GUARANTEE

- A. Traction Elevators - Failure to complete the code required annual no-load and/or five-year full load safety test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for that elevator of fifty percent (50%) for each thirty (30) day period the test(s) are overdue as liquidated damages if requested by Owner. If the test(s) become overdue, the thirty (30) day grace period is eliminated, and any liquidated damages will be applied from the due day. (Example: test(s) are forty-five [45] days overdue; liquidated damages will be fifty percent [50%] of two [2] months billing.)
- B. Hydraulic Elevators and Platform Lifts - Failure to complete the code required annual no-load pressure test(s) within thirty (30) calendar days of the appropriate anniversary date or code compliance date will result in an automatic reduction of the monthly contract price for

that elevator of fifty percent (50%) for each thirty (30) day period the test(s) are overdue as liquidated damages if requested by Owner. If the test(s) become overdue the thirty (30) day grace period is eliminated and any liquidated damages will be applied from the due day. (Example: test(s) are forty-five [45] days overdue; liquidated damages will be fifty percent [50%] of two [2] months billing.)

4.12 RESTRICTED DOOR OPENING GUARANTEE

- A. If an elevator is furnished with a restricted door opening device and said device is inoperable in a manner or pattern that indicates its ability to function as intended was other than by random failure the monthly contract price for that elevator will be reduced by fifty percent (50%) for each full and/or partial thirty (30) day period the device is inoperative after contractor has been notified as liquidated damages if requested by Owner. (Examples: 1) the device is inoperative, as defined above, for forty-five [45] days; liquidated damages will be fifty percent [50%] of two [2] months billing; 2) the device is inoperative, as defined above, for one [1] day; liquidated damages will be fifty percent [50%] of one [1] months billing). Final determination for why a restricted door opening device is inoperable will be made by the Owner.

END OF SPECIFICATION