

1.01 AGREEMENT INTENT

- A. Provide pro-active preventive maintenance for the equipment covered by this Agreement to facilitate the following:
 - 1. Continuous safe operation of equipment
 - 2. Maximum operational performance of equipment
 - 3. Maximum beneficial usage of equipment
 - 4. Maximum life cycle of equipment
- B. Contractor expressly acknowledges that Minnesota State is relying on Contractor's professional expertise in performance of Services to achieve and maintain Agreement intent.
- C. For clarification elevators may be referred to as "units" or "equipment" in this Agreement.
- D. The equipment covered under this agreement is listed in Appendix A.
- E. Contractor acknowledges Minnesota State provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Agreement

1.01 OBSOLESCENCE

- A. During the term of this Agreement there shall be no equipment or components determined to be obsolete.
- B. Contractor must alert Minnesota State at beginning of contract term if any components will be deemed obsolete during the term of this Agreement and provide proposal for additional costs or provide estimates for repair and replacement escrow reserves. Contractor must confirm these quotations prior to execution of this Agreement.
- C. Components accepted by Minnesota State as obsolete will be listed in Appendix E, along with pricing for replacement, repair, or upgrade.

1.02 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein.
- B. Contractor shall submit a written Maintenance Control Program (MCP) specifically designed for this property defining its planned preventive maintenance procedures to facilitate Agreement intent and "Services" for all equipment included under this Agreement. Routine maintenance procedures shall include any unique or product specific procedures or methods required to inspect or test the equipment. MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests. When accepted by Minnesota State, Contractor's Maintenance Control Program (MCP) shall become Appendix B to this Agreement.

- C. Coordinate and follow the directives of Minnesota State with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of this Agreement.
- D. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement.
 - 2. In conformance with all legal statutes and code requirements.
 - 3. In conformance with all applicable original equipment manufacturer's specifications.
 - 4. In conformance with the written Maintenance Control Program (MCP).
 - 5. In conformance with Minnesota State's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 - 6. In conformance with Minnesota State's requirements for cleanup using containers supplied by Contractor.
 - 7. To Minnesota State's satisfaction.
 - 8. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 9. Diligently and in a first class, complete, and workmanlike manner, free of defect or deficiency.
 - 10. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- E. Materials: The term "materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:
 - 1. New.
 - 2. Best quality and suitable for their intended uses.
 - 3. Obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by Minnesota State in writing.
 - 4. Parts requiring repair shall be rebuilt to "like new" condition.
 - 5. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original manufacturer of equipment to which the lubricant is applied.
 - 6. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to Minnesota State upon installation.
 - 7. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Agreement.
 - 8. Lubricants, cleaning fluids, and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
 - 9. Proration of equipment or materials shall not be allowed.
- F. No parts or equipment required by Services may be removed from the Property without written approval of Minnesota State. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor's sole property until installed on the equipment. Expeditiously replenish parts/materials as utilized.
- G. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for

safety of Minnesota State, Minnesota State's tenants, Minnesota State's employees, Contractor's employees, and other persons on or about Property.

- H. Repair, to satisfaction of Minnesota State, any damage to the Property and adjacent areas caused by performance of Services.

1.03 CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees.
- C. Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion, and discharge of Contractor's employees are the responsibility of the Contractor, who is in all respects the employer and Minnesota State shall have no liability with respect thereto.
- D. Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If Minnesota State, in Minnesota State's sole opinion, determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors or subcontractors then at Property, or that such actions or conduct are otherwise detrimental to Minnesota State, then upon receipt of Minnesota State's written notice, Contractor shall immediately provide qualified replacement person(s).
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Minnesota State. Minnesota State's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

1.04 CONTRACTORS HOURS AND MANNER OF WORK

- A. Services, except otherwise noted under this Agreement, shall be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.
- B. Contractor shall provide a service mechanic on site for a minimum of 90 hours per quarter dedicated to preventive maintenance, adjustment, minor repairs and parts replacement. Contractor shall provide any additional mechanic and team labor required to provide all other services, including callbacks, major repairs, and code-required testing. Major repair is defined as any repair or parts replacement requiring more than one elevator mechanic to complete.
- C. Staffing: Contractor shall provide adequate personnel suitable to Minnesota State, for preventative maintenance based on the required maintenance hours identified in 1.04 B above. During vacation periods, an alternate mechanic, suitable to Minnesota State, shall be assigned for maintenance. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Minnesota State in performing tests

of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Minnesota State or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.

- D. Contractor shall provide unlimited emergency callback service 24 hours a day, 7 days per week. Callback is defined as any request for service or assistance by Minnesota State or Minnesota State's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction. Callbacks resulting from calls placed to Contractor's dispatch center between 7:00 a.m. and 3:00 p.m., Monday through Friday, shall be provided at no additional cost to Minnesota State, regardless of when Contractor is actually on site. Contractor shall be allowed additional compensation for actual overtime labor expended for callback service requests received outside of these hours, provided the Contractor's dispatch center obtains and documents Minnesota State authorization for overtime labor.
- E. If straight time work is required, outside scope of Services, hourly rates below apply. If overtime work is required, within the scope of Services, Minnesota State will pay only difference between straight time and overtime labor at hourly rates indicated below. If overtime work is required outside scope of Services, straight time rate plus applicable overtime premium will be basis for hourly charges. Contractor may adjust rates in accordance with Item A. above, labor portion only. Overtime travel in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of two hours per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated and identified as a flat rate in Appendix D.

Billing Rates	Mechanic	Helper	Crew
Straight Time	\$_____	\$_____	\$_____
Overtime Premium (1.5 Time)	\$_____	\$_____	\$_____
Overtime Premium (1.7 Time)	\$_____	\$_____	\$_____
Overtime Premium (Double Time)	\$_____	\$_____	\$_____

- 1. Payment for Services shall not be deemed acceptance of defective, deficient, or non-conforming Services.
- F. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall be suspended until unit is restored to beneficial usage, excluding scheduled equipment repairs.
- G. Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the Minnesota State and identified in the MCP, unless removal is necessitated for emergency repair or adjustment. Minnesota State agrees to permit Contractor to remove units from service for a reasonable time during hours identified in Item 1.04, A., to perform Services.

1.05 CONTRACTOR'S EXECUTION OF SERVICES

- A. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
1. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
 2. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
 3. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
 4. Governors, including governor sheave shaft assemblies, bearings, contacts, governors jaws, and all other related components or parts;
 5. Rope brake devices, secondary braking devices,
 6. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
 7. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
 8. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 9. Car and hoistway door gibs, including their attachments to the door panels.
 10. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 11. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
 12. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by Minnesota State), and all other related components and parts;
 13. Alarm bells, emergency stop switches, emergency car lights, and batteries;
 14. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
 15. Hoist, compensating, and governor ropes and their fastening means, and all other similar or related components and parts;
 16. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.

17. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit and battery.
- B. Additional Elevator Scope of Work:
1. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 2. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 3. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 4. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 5. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 6. Disassemble machine brakes annually (unless otherwise agreed), check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 7. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 8. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 9. Replace burned out light tubes or bulbs, furnished by Minnesota State, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Minnesota State's responsibility.
 10. Maintain the emergency telephone buttons, button contacts, speakers, and wiring to the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 11. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
- C. Additional Services:
1. Cleaning:
 - a. Contractor shall clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - b. Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or as a result of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Minnesota State to determine responsibility for cleaning.
 2. Painting:

- a. Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Minnesota State.
- b. All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Minnesota State.
3. Lubrication:
 - a. Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - b. Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. MSDS data sheets shall be posted as required.
4. Adjustment: Adjust the equipment as necessary:
 - a. To its originally designed performance.
 - b. When required to maintain performance standards specified in this Agreement.
 - c. When necessary to preserve the useful life of a part or assembly.
 - d. When necessary to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
 - e. Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Minnesota State.
5. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
 - a. When worn beyond normal adjustment limits.
 - b. When necessary to ensure continued normal operation.
 - c. When necessary to extend the useful life of the elevators or any of their components.
 - d. When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - e. When necessary to continue performance of the equipment in accordance with its original design.
 - f. When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - g. When more than one elevator requires repair, Minnesota State, upon consultation with Contractor, shall establish priorities of accomplishment.
6. Manufacturers' Parts and Lubricants: In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Minnesota State.
7. Adequate Parts and Parts Storage:
 - a. Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts,

- materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
- b. Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
8. Prompt Corrective Action: When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to Minnesota State within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to Minnesota State, regardless of scope of responsibility, and make a prompt written report to Minnesota State.
- D. Services shall be all inclusive with following exclusions only:
1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to Minnesota State within ten (10) working days of effective date.
 2. Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
 3. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices. Car and hoistway door panels damaged due to improper door adjustment are not excluded.
 4. Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panel(s) in machine rooms.
 5. Lamps for normal car illumination.
 6. Failure or fluctuations of property electric power, air conditioning, or humidity control.
 7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
 8. Minnesota State loading unit in excess of its rated car capacity or load classification.
 9. Underground hydraulic piping and cylinders.
 10. Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible.

1.06 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing testing requirements between Agreement requirements and local codes or ordinances, the more stringent requirement shall prevail.

- B. Schedule, coordinate, and complete statutory and other equipment tests including, but not limited to:
 - 1. Annual no load slow speed test of car safeties, governors, and buffers.
 - 2. 5-year, full load, full speed test of car safeties, governors, and buffers.
 - 3. Monthly firefighters' service operational tests.
 - 4. Annual pressure relief tests on hydraulic elevators.
 - 5. Annual standby power operation test(s) on elevators.
 - 6. Monthly operational tests: battery pack car emergency lighting monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
- C. Submit written reports to Minnesota State within ten (10) working days of completion of tests, confirming findings including corrective action(s) required and taken. Affix and maintain governmental jurisdiction number designation(s) on all unit equipment in the machine room(s) and pit(s) including hoist machine, pump unit, controller, car crosshead, electrical disconnect switch(es), buffer(s), etc.
- D. Affix metal tags to the tested devices and provide Minnesota State with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

1.07 SPECIAL CONDITIONS

- A. Upon arrival and departure from campus, all Contractor employees shall report to the Public Safety desk on the skyway level of the Parking Ramp and manually sign a log book indicating name of the person, time of arrival, purpose of the visit, i.e. callback, preventative maintenance, scheduled repair, supervisor's inspections, etc., a brief description of work accomplished, including car designation, and time of departure. Log book provided by Contractor.
- B. Conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controller(s). Maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Minnesota State via manual log or web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. Minnesota State shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.
- C. At least quarterly, provide summary and review of all callbacks and unit downtime with Minnesota State. The intent of this review is to minimize callbacks by developing consistent communication between the Contractor and Minnesota State relative to callback trends, unit downtime, and their causes. Minnesota State reserves the right to withhold all payments to Contractor if summary and review is not provided commencing with the first invoice received more than 120 days after the most recent review. All payments may be withheld until summary and review is provided.
- D. Maintain Minnesota State's complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades made by Contractor during Agreement term.

Minnesota State shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event Agreement is cancelled. If Agreement is cancelled, Minnesota State will withhold final payment due Contractor until all as built/as modified set(s) of wiring diagrams are delivered to Minnesota State.

- E. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by Contractor during the term of this Agreement.
- F. Machine Rooms: Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted, Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.
- G. Local or National inspection fees in regard to operation of equipment covered by this Agreement shall be paid by Minnesota State. Fees for reinspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
- H. Minnesota State may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Minnesota State. Contractor agrees:
 - 1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Minnesota State as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which Contractor may make on behalf of Minnesota State to any person, firm, or corporation or use the same in any manner, whatsoever, without first obtaining Minnesota State's written approval, except to the extent necessary in connection with performing Services or when required by law.
 - 3. Contractor shall not, in the course of performance of this Agreement or thereafter, use or permit the use of Minnesota State's name or the name of any affiliate of Minnesota State, 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 Minnesota State.

1.08 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. Equipment listing, type, and individual car performance requirements are covered under Appendices A and C of this Agreement. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Agreement.
- B. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.

1.09 MINNESOTA STATE'S RIGHT TO AUDIT SERVICES

- A. Minnesota State reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense.

- B. A qualified vertical transportation consultant may be retained by Minnesota State to perform audit of Services and mediate disputes.

1.10 NOTICES

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

END OF SECTION

APPENDIX A
EQUIPMENT DESCRIPTION

ELEV NO.	ELEV CAR ID	FACILITY	LOCATION	TYPE	SPEED (F.P.M.)	CAPACITY (LBS.)
1	T-01	T BUILDING	Technical Building	Geared Passenger	350	2500
2	T-02	T BUILDING	Technical Building	Geared Passenger	350	2500
3	T-03	T BUILDING	Technical Building	Geared Passenger	350	3000
4	T-04	T BUILDING	Technical Building	Gearless Service	350	5000
5	T-05	T BUILDING	Technical Building	Machine Room-less Traction	350	4000
6	T-06	T BUILDING	Technical Building	Machine Room-less Traction	350	4000
7	T-07	T BUILDING	Technical Building—Culinary Shuttle	Hydraulic Passenger	100	2000
8	K-08	K BUILDING	Kopp Hall—Front/Skyway	Hydraulic Passenger	125	2500
9	K-09	K BUILDING	Kopp Hall—Rear	Hydraulic Passenger	125	4000
10	B-10	D BUILDING	Bowman Hall	Hydraulic Passenger	125	4000
11	HC-11	H BUILDING	Helland Center—Skyway	Geared Passenger	200	4500
12	HC-12	H BUILDING	Helland Center—Rear	Hydraulic Passenger	100	2500
13	FA-13	FINE ARTS BUILDING	Fine Arts	Hydraulic Passenger	125	2500
16	L-16	LIBRARY	Library/Whitney Hall	Hydraulic Passenger	125	3500
17	L-17	LIBRARY	Library/Whitney Hall	Hydraulic Passenger	150	4500
18	MEC-18	M BUILDING	Management Education Center	Traction Passenger	100	3000
19	MEC-19	M BUILDING	Management Education Center— Handicap Lift	Platform Lift	30	750
20	SC-20	S BUILDING	Science Center—Rear	Geared Passenger	50	3300
21	MEC-21	M BUILDING	Management Education Center— Freight	Hydraulic Freight	50	10000
22	SC-22	S BUILDING	Science Center-Front	Hydraulic Passenger	125	3500
23	MEC-23	M BUILDING	Management Education Center— SW Entrance	Traction Passenger	100	2500
24	PR-24	PARKING RAMP	Parking Ramp—Southwest	Hydraulic Passenger	150	2500
25	PR-25	PARKING RAMP	Parking Ramp—Northeast	Hydraulic Passenger	150	2500

APPENDIX B
CONTRACTOR'S MAINTENANCE
CONTROL PROGRAM (MCP)

APPENDIX C
EQUIPMENT TYPE AND
PERFORMANCE REQUIREMENTS

ELEV NO.	ELEV CAR ID	LOCATION	FLOOR-TO-FLOOR TIME (SECONDS)	DOOR OPEN TIME (SECONDS)	DOOR CLOSE TIME (SECONDS)	STOPPING ACCURACY (INCHES)
1	T-01	Technical Building	9.6 – 9.9	1.7	2.7	±1/4"
2	T-02	Technical Building	9.6 – 9.9	1.7	2.7	±1/4"
3	T-03	Technical Building	9.6 – 9.9	1.7	2.7	±1/4"
4	T-04	Technical Building—Freight	10.5 – 11.0	2.5	4.6	±1/4"
5	T-05	Technical Building	12.4 – 12.6	1.9	2.8	±1/4"
6	T-06	Technical Building	12.4 – 12.6	1.9	2.8	±1/4"
7	T-07	Technical Building—Culinary Shuttle	14.0 – 14.4	1.9	2.2	±3/8"
8	K-08	Kopp Hall—Front/Skyway	13.0 – 14.8	3.1	4.0	±3/8"
9	K-09	Kopp Hall—Rear	13.0 – 14.8	3.1	4.0	±3/8"
10	B-10	Bowman Hall	16.5 – 18.7	3.5	4.4	±3/8"
11	HC-11	Helland Center—Skyway	12.8 – 13.1	3.5	4.4	±1/4"
12	HC-12	Helland Center—Rear	15.5 – 17.0	2.8	3.4	±3/8"
13	FA-13	Fine Arts	14.0 – 15.4	2.1	2.4	±3/8"
16	L-16	Library/Whitney Hall	13.0 – 14.8	3.1	4.0	±3/8"
17	L-17	Library/Whitney Hall	16.7 – 18.3	3.5	4.4	±3/8"
18	MEC-18	Management Education Center	13.8 – 14.2	3.1	4.0	±1/4"
19	MEC-19	Management Education Center—Handicap Lift	NA	NA	NA	±3/8"
20	SC-20	Science Center—Rear	24.0 – 25.2	3.1	4.0	±1/4"
21	MEC-21	Management Education Center—Freight	NA	NA	NA	±3/8"
22	SC-22	Science Center-Front	12.5 – 13.5	NA	NA	±1/4"
23	MEC-23	Management Education Center—SW Entrance	14.0 – 14.4	3.1	4.0	±3/8"
24	PR-24	Parking Ramp—Southwest	12.5 – 13.7	2.1	2.4	±3/8"
25	PR-25	Parking Ramp—Northeast	12.5 – 13.7	2.1	2.4	±3/8"

- Floor to floor time is measured from start of door(s) close until car is stopped at next typical successive floor, in either direction of travel, and door(s) is 3/4 open.
- Door open time is measured from start of door(s) open until door(s) is fully open.
- Door close time is measured from start of door(s) close until door(s) is fully closed.
- Door closing force shall be no more than 30 lbf. Door closing force is measured with door(s) at rest and between 1/3 and 2/3 closed.
- Car stopping accuracy shall be measured under all load conditions.
- Rated car speed, regardless of load, shall not vary more than ± 3% (traction elevators) or 10% (hydraulic elevators).

APPENDIX D
OVERTIME CALLBACK PRICING

Additional work as described in Part 1.04 will be paid at the following rates:

If additional work within the scope of this Agreement is requested in overtime, Minnesota State shall pay only the difference between regular time and overtime hours at the hourly rates indicated below.

BILLING RATE	MECHANIC	HELPER	TEAM
Regular Time	\$.....	\$.....	\$.....
Overtime Premium at 1.7	\$.....	\$.....	\$.....
Overtime Premium (Double Time)	\$.....	\$.....	\$.....

Overtime travel labor and expense cost as identified in 1.04 E

1. Overtime travel in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of two hours per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated as a flat rate per overtime callback. The following amount is per round trip: \$..... for an overtime callback.
2. In addition, Minnesota State requests a standard fixed round trip expense amount. This amount shall be \$..... for all overtime expense.
3. The combination of items 1 and 2 above shall become the amount used as the flat rate amount for any overtime callback. This amount is \$..... for both travel and expense relating to an overtime callback.

Invoicing Requirements: The following criteria must be clearly met for payment of any invoice:

1. Travel time clearly identified and a separate line item on technician's time sheet.
2. Site arrival time and departure time clearly identified on technician's time sheet.
3. Service call and work description clearly identified on technician's time sheet.
4. Billable material cost backup.
5. Travel expense clearly identified; vehicle service charge must be indicated as a separate charge with a maximum of \$65 per occurrence.
6. Contractor's invoice must include clear and concise detail of service call and work complete.
7. Contractor's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
8. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.