



City of Grand Forks
Staff Report
Committee of the Whole – May 27, 2025
City Council – June 2, 2025

APPROVED & ACCEPTED
by City Council

06/02/2025

Maureen Storstad
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City Auditor

Agenda Item: City Project 8974 – Central Parking Ramp Elevator Modernization & Preventative Maintenance, 415 1st Ave N.

Prepared by: Andrea Edwardson, Planning Manager
Submitted by: Ryan Brooks, Planning & Community Development Director

Staff Recommended Action: **Approve Specifications and Scope of Work for City Projects 8974 – Central Parking Ramp Elevator Modernization & Preventative Maintenance, 415 1st Ave N; to direct Planning & Community Development Dept to advertise bid.**

May 27, 2025 – **Committee Recommended Action:** Motion by Weigel, second by Osowski to refer to City Council with a recommendation to approve, Motion carried unanimously.

June 2, 2025 – **Council Action:** Motion by Osowski, second by Berg to approve on consent agenda. Motion carried unanimously.

BACKGROUND:

Central Ramp Elevator, 415 1st Ave N, is currently out of service after failing a load test earlier this spring which will necessitate replacing the hydraulic jack that propels the elevator through the hoistway. Planning staff as well as Dakota Parking staff have worked with the current elevator provider Schindler to find replacement parts but are unable to source the necessary parts to bring it back into service. It is staff understanding that the elevator received some emergency repairs including the vendor piecing together available parts from different sources without documenting the changes in the wiring schematics making troubleshooting and getting replacement parts difficult after the '97 flood and many parts are original to the 70s construction. A number of the parts needed are no longer fabricated or supported making it challenging or impossible to source replacements.

We are working with North Star Elevator Consulting who has assisted in the creation of the specifications document and who will inspect the project for us to ensure proper compliance as well as ensure work proposed is necessary. Elevators, being a specialized mechanical product, staff did not feel comfortable creating specs or conducting necessary inspections. North Star provided a quote of \$7500, which staff has administratively approved, to assist in the design, bidding, and inspection of the project for us.

The existing elevator shaft is smaller than today's standards, which limits the replacement/modernization opportunities to a hydraulic system. Other improvement or replacement options would be more costly and involve substantial general contractor involvement and would delay the project substantially. The modernization route would focus on necessary replacements only, and keep what parts can still be used such as the guide rails, elevator

structure/enclosure, decorative applied interior panels, glass, lighting/ceiling and flooring. North Star has given an estimate of \$175,000 for the modernization price.

The scope of the project is limited to functional and mechanical parts only to bring it back into service in an effort to reduce cost but still is fairly comprehensive and includes replacing all major controls, door operating and driving components and meeting currently enforceable elevator codes so, besides from addressing aesthetics, the elevator will essentially mechanically be in "like new" condition and have an extended functional life expectancy of 20-30 years. The interior finishes of the existing cab will remain as they are today. To upgrade the interior, North Star has provided a \$20,000-\$30,000 additional expense expectation, to which staff has opted not to pursue at this time in order to leave as many dollars available to any necessary change orders for the Corporate & Central Ramp repair project or other needed ramp repairs. The interior finishes are not top of the line, but staff feels they are satisfactory for a public parking facility. Future upgrades to finishes could be budgeted in the coming years.

In addition to the modernization, within the specifications, North Star outlines the expectations of the elevator provider for the first year warranty and preventative maintenance expectations, structured in a way that benefits the City. North Star has provided an estimate of \$2,100 for the warranty price.

Summary of Estimates:

Modernization Price	\$175,000
Warranty Price (Total for 12 months)	\$2,100
Total Modernization and Warranty Price	\$177,100

Bidding vs. Sole Source:

Staff opted to pursue the bidding route, versus a sole source request directly with the current provider Schindler to try and reduce costs both for the initial modernization project as well as for on-going preventative maintenance contracts. North Star has been invaluable in educating staff as to where different opportunities are to negotiate changes that benefit the City rather than the elevator provider.

Timeline for Project:

Date	Action / Milestone	Comment
	Design Phase	
5/27/2025	Cmte of the Whole Meeting and prelim recommendation	
6/2/2025	City Council Approval of Specs, authorize advertising of bids	
	Bidding Phase	
6/4/2025	Bid Advertisements	Advertisements Run for 2 Weeks City Staff to advertise in local newspaper, North Star to advertise to potential vendors
6/18/2025	Vendor Walkthrough / Pre-Bid Meeting	
6/25/2025	Questions Due from Walkthrough to North Star	
7/9/2025	Bids Due / Bid Opening	Bid opening held virtually
7/14/2025	Cmte of the Whole Meeting to accept bids and award contract (530pm)	
7/21/2025	Council Approval	
7/31/2025	Estimated Contract Execution	

	Construction Phase	
12/31/25	Project is expected to be fully completed, inspected and closed out by 12/31/25	

Funding Source:

Staff is seeking to utilize additional funds from the Corporate and Central Ramp Rehab project to proceed with this necessary replacement.

Staff budgeted \$2.2 million for the Central & Corporate Ramp rehabilitation project 8820 in 5997 – Municipal Parking Fund. Bids for that project came in underestimate at \$1,731,858 (1,572,800 for construction + 159,058 for Engineering costs), leaving \$485,000 available for change orders or other necessary repairs like this one. Staff is also looking into replacing heaters and sanitary drains in Central ramp with the remaining funds, but delaying those until a better expectation of change order needs are identified. These other mentioned repairs were left out of the 8820 larger project as initial estimates for that project anticipated being overbudget. The positive bidding environment for that project is providing a welcome opportunity to address these other concerns as well.

ANALYSIS AND FINDINGS OF FACT:

- Central Ramp Elevator is currently out of service and due to its age, it is challenging to source replacement parts.
- Modernization project has been identified as the most cost efficient route to bring all functional and necessary components up to standards to bring the elevator back into service while still utilizing as many existing parts as possible.
- Preventative Service scope is outlined to set expectation of elevator provider during the 1 year warranty period post improvement.
- Staff is seeking the project to be completed as soon as possible but no later than December 31, 2025.
- Overall project is estimated at \$177,100.
- Staff is seeking to utilizing funding from the under-bid Central and Corporate Ramp rehab project to complete this project.

SUPPORT MATERIALS:

- Draft Specifications & pricing sheet

City Project #8974
Central Ramp Elevator

Modernization Specification and Proactive Preventative Maintenance Service (PPMS) Agreement

City of Grand Forks
Central Ramp
415 1st Avenue North
Grand Forks, ND 58210



Direct: (952) 223-7086

Email: contact@northstarelevatormn.com

Visit: northstarelevatormn.com

8400 Normandale Lake Blvd, Suite 920, Bloomington, MN 55437

When it Comes to Your Elevators, [Let Us Help You Navigate](#)

1.1 MODERNIZATION SPECIFICATION AND PROACTIVE PREVENTATIVE MAINTENANCE SERVICE AGREEMENT (PPMS) PARTICIPANTS

- A. Throughout this **Modernization Specification and Proactive Preventative Maintenance Service Agreement (PPMS)**, “Customer,” refers to the **City of Grand Forks**, “**Modernization Partner**” refers to **Awarded Elevator Partner** and “**Consultant**” refers to **North Star Elevator Consulting**.
- B. Participants in this Request for Bids (RFB) agree to relinquish any remaining term of any existing contracts for equipment covered herein should they not be the successful bidder.

1.2 MODERNIZATION SPECIFICATION AND PROACTIVE PREVENTATIVE MAINTENANCE SERVICE AGREEMENT (PPMS) INTENT

- A. The intent of this Modernization Specification is to provide a framework within which the Customer’s selected Modernization Partner, through strict adherence to the Modernization Specification and PPMS Agreement and quality workmanship, will ensure the exceptional performance, safety, code compliance, reliability, appearance and longevity of the vertical transportation equipment listed herein prior to and post elevator modernization.

1.3 COMMUNICATION

A. Key Contacts

Customer Primary Contact

Andrea Edwardson, Planning Manager
City of Grand Forks
255 N 4th St
Grand Forks, ND 58203
701-746-2658
aedwardson@grandforksgov.com

Customer Primary Contact During Modernization Project

Dakota Parking, City of Grand Forks Downtown Parking Management Company
Ashley Grooms, Dakota General Manager
O: 701-235-1618
C: 303.242.9965
agrooms@interstateparking.com

Modernization Vendor Primary Contact

- To be provided with submittals.

Modernization Vendor 24/7/365 Service

-- To be provided with submittals.

Modernization Vendor Local Office Main Number

-- To be provided with submittals.

Consultant Primary Contact

Steven Fedel, Principal/Consultant

North Star Elevator Consulting

952-223-7086

Steven.fedel@northstarelevatormn.com

B. Formal Communications**Customer**

Andrea Edwardson, Planning Manager

City of Grand Forks

255 N 4th St

Grand Forks, ND 58203

701-746-2658

aedwardson@grandforksgov.com

Modernization Vendor

- To be provided with submittals.

C. Customer Communications Modernization Partner Response Requirements

1. Modernization Partner will provide one (1) primary point of contact for all Customer needs other than emergencies or service requests as described below.
2. Modernization Partner will provide a 24/7/365 live-answered emergency phone number to which they will program all elevator phones at no additional cost and a 24/7/365 live-answered emergency phone number that can be called by the Customer to request service or repairs, to report any concerns or incidents or for any other purpose.
3. All emergency Customer communications not made through the Modernization Partner's 24/7/375 phone numbers, whether via phone or email, will be returned as quickly as possible but within a maximum of 4 business hours of receipt.

4. All non-emergency Customer communications, whether via phone or email, will be returned as quickly as possible but at most within a maximum of 8 business hours of receipt.
5. All formal Customer communications will be responded to as quickly as possible but within a maximum of 8 business hours of receipt.

D. Modernization Partner Communication Requirements

1. Modernization Partner will immediately notify the Customer of any safety or code compliance concerns regarding the Customer's equipment or property as it relates to the equipment.
2. Modernization Partner will immediately notify the Customer of any equipment that will be removed from service for any duration beyond regular PPMS service as described herein.
3. Modernization Partner will communicate and schedule any necessary major equipment repairs or replacements with the Customer providing as much notice as is possible to allow the Customer to plan around the scheduled service interruption.
4. Modernization Partner will notify the Customer of any known equipment obsolescence or component scarcity concerns and provide a proposal to proactively address the concerns for the Customer's consideration in a timely manner.
5. Modernization Partner will notify the Customer of any recommended equipment performance, safety or aesthetic upgrades specific to their equipment in a timely manner.

E. Onsite Communications

1. Modernization Partner will make every attempt to check in and out with the Customer when onsite for any reason including but not limited to; when completing PPMS visits, performing supervisor service audits, responding to service requests and completing repairs.
2. If applicable, Modernization Partner will make entries in the Customer's logbook or vendor tracking system in addition to logging their activity in their logbook, stored where required by code.
3. When removing equipment from service for PPMS or otherwise, Modernization Partner will install Modernization Partner provided signage at each landing that is professional in appearance indicating that the equipment is temporarily out of service.
4. Modernization Partner will, at all times, engage with the Customer, their clients, tenants and guests of their properties, other contractors and vendors, inspectors and any other persons respectfully and appropriately.

F. Communication Importance

1. **Proactive, timely and effective communication is a critical component of this PPMS and in a successful Service Partner and Customer partnership.** Not communicating as required within this PPMS is considered non-performance with remedies as described herein.

2.1 MODERNIZATION PARTNER AND FIELD PERSONNEL QUALIFICATIONS

- A. Modernization Partner confirms that they are licensed to fulfill all aspects of this PPMS Agreement.
- B. Modernization Partner confirms that their team members engaged in the fulfillment of this Agreement are licensed and have all necessary training and experience required to comply with local applicable codes and to fulfill all aspects of this PPMS Agreement.
- C. Modernization Partner cannot subcontract any work under this PPMS Agreement without prior written approval of Customer.

2.2 MODERNIZATION PARTNER EQUIPMENT CAPABILITIES

- A. Modernization Partner confirms that they have surveyed the equipment under this PPMS Agreement and have the necessary training and ready, local access to all required tooling, troubleshooting devices and technology and also technical support and access to the replacement components required to fulfill the Agreement terms and provide best in class service.
- B. Modernization Partner will ensure that an adequate number of its mechanics are trained on this specific equipment and are familiar with the property and its expectations to ensure service continuity in the event the normally assigned service mechanic is not available.

3.1 MODERNIZATION PARTNER ADHERENCE TO CUSTOMER'S BUILDING RULES AND REGULATIONS

- A. Modernization Partner agrees to follow all Customer building specific rules and regulations.
- B. Modernization Partner agrees to communicate and document their work in accordance with the Customer's expectations.
- C. Modernization Partner's team members performing work are required to wear uniforms bearing their company name and that are clean and professional in appearance and to furnish company issued identification upon request.
- D. Modernization Partner agrees to minimize noise and service disruptions during their work and to keep their visible work areas clean and organized at all times.
- E. Modernization Partner agrees to provide proper barricades as is required by code, their safety policy and as is dictated by common sense.
- F. Modernization Partner agrees to safeguard all building keys, access cards, fobs and other access devices that they are provided and return them at the completion of each visit unless otherwise

specifically directed by the Customer. Should the building keys or devices become lost or otherwise not returned, Customer may invoice Modernization Partner for the replacement cost and any necessary rekeying costs or subtract the cost from future invoice payments.

- G. Modernization Partner agrees to safeguard all elevator and building keys, access cards, fobs and other access and operational devices located in the “Emergency” and “Elevator Personnel Only” keyboxes and return them to their respective boxes at the completion of each visit. Should they become lost or otherwise not returned, Modernization Partner agrees to replace the elevator keys at no cost and Customer may invoice Modernization Partner for the replacement cost of the building keys or devices and any necessary rekeying costs or subtract the cost from future invoice payments.
- H. Modernization Partner agrees to be responsible for any property damage caused by their work or their subcontractors’ work and to reimburse Customer within thirty (30) days of presentation of the documentation of the cost to remedy.

4.1 MODERNIZATION SPECIFICATION INTENT

- A. Modernization Partner will strategically, efficiently and diligently perform the complete modernization of one (1) hydraulic elevator employing the industry’s best demonstrated practices to minimize the interruption to service, ensure adherence to applicable local codes and to ensure the long-term durability, reliability and performance of the equipment.
- B. It is the intent of this Modernization Scope of Work to detail all aspects of the work required to modernize the equipment, spaces in which the equipment operates and related building systems required for compliant elevator operation. However, Modernization Partner is responsible for the completion of all work necessary for the modernization of the equipment and ensuring compliance with all applicable local codes under this Modernization Scope of Work.

4.2 WORK PROTOCOL AND HOURS

- A. Working hours are between 6:00 am to 6:00 pm unless Customer approves other work times.
- B. Any work requiring both elevators out of service, if applicable, will be scheduled in advance with the Customer with ample notice.
- C. Modernization Partner and their chosen General Contractor will make every effort to minimize noise and any interruptions to normal building operations, properly barricade or otherwise secure their work areas and, in general, ensure that their work does not compromise the safety of others.
- D. Modernization Partner and their chosen General Contractor will make every effort to protect the property from damage related to their work and will be responsible for the fair cost of remedying any damage caused by their work.

4.3 MODERNIZATION SCHEDULE

- A. Customer has set a desired return to service date of December 31, 2025, or sooner. Modernization Partner will submit its schedule for this project as part of their bid proposal.
- B. Modernization Partner will not begin work requiring the removal of the elevator(s) from service until all equipment has been received unless approved by the Customer or Consultant.
- C. Modernization Partner is responsible for completing the modernization work and returning the modernized elevator(s) to normal service in the estimated time frame communicated above. The time frame will be calculated from work commencement to when the final elevator has been inspected, final accepted and returned to service. Should Modernization Partner exceed the communicated completion schedule, Customer may require a refund equal to \$250 per day or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion. Appropriate consideration will be given if the Customer has directly caused the delay or in the event of force majeure.
- D. Customer is aware of other projects within the area which are anticipated to be constructed during this construction season. Modernization Partner shall coordinate the work of this project with the work of other projects in the area which include:
 - a. Central & Corporate Parking Ramp Rehabilitations Project 8820

4.4 MODERNIZATION COMMUNICATION

- A. In addition to the communication requirements in Section 1.3 D-F, Modernization Partner will provide one (1) primary point of contact for all Customer needs prior to and during the modernization project that is able to address questions and requests regarding the elevator modernization work and that of any building related work contractors.
- B. Modernization Partner will attend and lead (or co-lead with Consultant if Consultant is present) a pre-modernization meeting to review the scope of work and schedule with the Customer and any related work contractors and to ensure all parties understand their responsibilities, coordinate their work as needed and to address any Customer questions and/or concerns.
- C. Modernization Partner's primary point of contact will be available to promptly address questions and/or concerns throughout the modernization project and will provide weekly modernization progress updates in a manner that is agreed upon with the Customer.
- D. Modernization Partner will immediately notify Customer and Consultant if they anticipate any delays or changes to scope or schedule.

4.5 MODERNIZATION SUBMITTALS

- A. Modernization Partner will promptly submit via one (1) consolidated email to Customer and Consultant drawings and/or product data specific to the equipment they intend to order for this project including at a minimum; controllers, power units, fixtures, cab interiors, door equipment and also the planned machine room layout.

- B. Customer and Consultant will review the submittals for general conformance to the modernization scope. However, Modernization Partner is responsible for all measurements, quantities, design and engineering to fulfill the requirements of the modernization specification.
- C. Upon completion of the modernization project, Modernization Partner will provide one (1) electronic copy on a flash drive and three (3) tangible copies of a comprehensive Customer/Owner's Manual for each modernized elevator including at a minimum; all manufacturer's manuals and mechanical and electrical drawings, any troubleshooting and diagnostic manuals and codes and parts catalogs. One (1) copy shall be stored in a protective metal cabinet in the elevator equipment room.

4.6 PREAPPROVED MODERNIZATION PRODUCTS

- A. Controller(s): Current model non-proprietary microprocessor controllers manufactured by Motion Control, GAL, Elevator Controls or Virginia Controls are acceptable.

Current model microprocessor controllers manufactured by Otis, TK, Schindler and KONE that include onboard diagnostic tools with full diagnostic capabilities and service manuals are acceptable provided that the OEM agrees to provide software and replacement components to Customer or its Service Partners at a maximum 25% mark up of their direct cost and provide technical support to Customer or its Service Partners in perpetuity at no cost.

- B. Power Unit(s): Current model power units manufactured by MEI, Canton, EECO, Schumacher, Unitec, Otis, TK, Schindler and KONE are acceptable. Any other power units require preapproval.
- C. Door Equipment: Current model door operators and associated equipment manufactured by GAL and Wittur and Otis, TK, Schindler and KONE standard door operators are acceptable. Any other door equipment requires preapproval.
- D. Fixtures: Current model fixtures manufactured by Innovation, MAD and EPCO and Otis, TK, Schindler and KONE standard fixtures are acceptable. Any other fixtures require preapproval.
- E. Cab Interior Materials: G&R, H&B, SnapCab, FabACab and Forms + Surfaces are acceptable. Any other manufacturers require preapproval.
- F. Guides: OEM replacement guide inserts and ElSCO roller guides are acceptable. Any other roller guides require preapproval.

4.7 MODERNIZATION SCOPE OF WORK OVERVIEW

- A. Modernization Partner will modernize one (1) MCE 4 stop hydraulic elevator.
- B. The table below serves as high-level checklist covering major scope items for reference during the walkthrough/survey and is not intended to be the complete scope of work. The detailed scope of work follows herein and includes, but is not limited to, the following:

Hydraulic Elevator Modernization Scope of Work Overview	Replace	Retain
Elevator Equipment Room		
Microprocessor controller(s)	X	
Submersible power unit	X	
Emergency lowering system	X	
Oil return system	X	
Wiring and traveling cable(s)	X	
Oil line piping, shut offs and victaulic fittings	X	
Clean and paint the equipment room floor	X	
Elevator Interior		
Car operating station fixture	X	
Return housing car operating station fixture		X
Opposite wall return		X
Transom		X
Cab panels		X
Suspended t-frame ceiling with opaque diffusers		N/A
Suspended island ceiling with recessed lighting (N/A)		X
Stainless steel handrail		X
Cab hooks and protection pads		X
Door Equipment		
Car doors	X	
Car door sill		X
Car door hanger tracks		X
Infrared door protection	X	
Door operator and associated car side equipment	X	
Hoistway doors		X
Hoistway door sills		X
Hoistway doors relating equipment	X	
Locked escutcheons	X	
Elevator Lobbies		
Hall operating stations fixtures at each landing	X	
Hoistway access fixtures at terminal landings	X	
Entrance frame braille at each landing	X	
Car Top/Bottom Equipment		
Hoistway car positioning equipment	X	
Car top inspection station	X	
Cab fan	X	
Guide rollers only	X	
Electrical switch for emergency exit, if needed	X	
Hoistway/Pit Equipment		
Jack assembly	X	

Buffers	X	
Guide Rails		X
Oil line, shut off and victaulic fittings	X	
Pit stop switch	X	
Pit ladder *Replace if existing is not compliant	X	X
Clean and paint the pit equipment and pit floor	X	
General		
Equipment Numbering and Required Signage	X	
Removal of replaced equipment and hydraulic fluid	X	

4.8 MODERNIZATION SPECIFICATION DETAIL

A. Modernization Partner will modernize one (1) MCE 4 stop hydraulic elevator including, but not limited, to the following scope of work:

B. Controller/Controls:

Modernization Partner will install a new, UL rated/approved, microprocessor controller provided by a manufacturer specified in 4.6, A that meets all local code requirements. The controller must be a current and proven model and have built in diagnostics or the diagnostic tools/equipment must be provided to the customer and become the property of the Customer.

The controller will be properly ventilated and incorporate fire service operations, door lock monitoring, a solid-state starter, phase protection, motor current protection, low oil detection, viscosity control, emergency lowering and security provisions for integration with Customer’s security system(s), if applicable.

The system will incorporate electronic floor selectors for car positioning and landing that will ensure the elevator comes into floors smoothly and within a maximum of ¼” of floor landings and new limit switches.

C. Power Unit:

Modernization Partner will install a new, UL rated/approved, submersible power unit incorporating a new tank, pump and motor, muffler and an oil line shut off that meets all local code requirements provided by a manufacturer specified in 4.6, B. The power unit must be a current and proven model and maintain, or improve upon, the existing designed car speed and capacity. Modernization Partner will replace the hydraulic fluid and sections of oil line, Victaulic fittings and shut off to accommodate the new power unit and provide a new oil return system.

D. Elevator Equipment Room, Hoistway and Elevator Lobbies Wiring:

Modernization Partner will install a new traveling cable or cables incorporating all wiring required for the elevator system to operate and to meet all code requirements in addition to

providing any wiring needed to integrate with Customer's security system(s), a minimum of ten (10) % spare wires, two (2) spare twisted pairs and one (1) coaxial cable for future use.

Modernization Partner will install all new equipment room, hoistway and elevator lobbies wiring necessary for the elevator system to operate and integrate with building systems as required and remove any existing wiring/piping that is no longer required, all in accordance with all local code requirements.

E. Elevator Equipment Room:

Modernization Partner will thoroughly clean the equipment room and paint the floors with high quality, oil-based, gray gloss finish floor and deck enamel at the completion of the modernization project and provide a protective metal cabinet to neatly store manufacturer's manuals and mechanical and electrical drawings, any troubleshooting and diagnostic manuals and codes and parts catalogs and the Modernization Partner's Maintenance Control Plan and all code required documentation in a safe and organized manner.

F. Car Operating Station/Fixture:

Modernization Partner will install a new, UL rated/approved, #4 stainless steel car operating station/fixture with vandal resistant LED buttons that meets all local code and ADA requirements with provided by a manufacturer specified in 4.6, D. It will incorporate the following; an emergency light, a digital position and directional indicator with adjustable volume floor passing tones, a locked fire service cabinet including all devices required for fire service operations, a locked service cabinet including inspection, stop, light and fan keyswitches, an emergency light testing button and a GFCI receptacle, emergency bell and an auto-dialing emergency phone operable by a surface push button. It will also be designed to accommodate Customer's security system(s), if applicable. The elevator number, capacity, fire service instructions and any other required signage will be integral and engraved.

G. Return (Car Operating Station/Fixture Side):

Modernization Partner will retain existing.

H. Return (Opposite Side of Car Operating Station/Fixture Side) and Transom:

Modernization Partner will retain existing.

I. Car Riding Lantern(s):

Modernization Partner will install a new, UL rated/approved, #4 stainless steel, LED, car riding lantern fixture(s) as required with a flush mount and vandal resistant design that meets all local code and ADA requirements provided by a manufacturer specified in 4.6, D.

J. Cab Interior

The existing cab interiors will be retained. Modernization Partner will protect the cab flooring during its work and the flooring will either be retained or replaced by the Customer or Others at Customer's cost, if desired by Customer.

K. Door Equipment

Modernization Partner will replace the door operator with new provided by a manufacturer specified in 4.6, C and replace the associated car and hoistway door relating equipment necessary to accommodate the new operator and to ensure smooth and reliable operation.

Modernization Partner will replace the car doors with new #4 stainless steel doors.

Modernization Partner will install locked escutcheons on all door openings above the lowest landing.

Modernization Partner will replace or install door gibs and fire retainers, as needed.

Car and hoistway door tracks and sills will be retained.

L. Hall Operating Stations/Fixtures:

Modernization Partner will install new, UL rated/approved, #4 stainless steel hall operating stations/fixtures with vandal resistant LED buttons that meet all local code and ADA requirements provided by a manufacturer specified in 4.6, D.

The main egress hall operating station fixture will incorporate a digital position and directional indicator, fire service keyswitch, jewel and instructions, Appendix O and an emergency phone line monitoring device/indicator. All required signage will be integral and engraved.

If applicable, the existing Fire Service Phase I keyswitch and signage and any existing position indicators will be removed and properly abandoned/covered with a #4 stainless steel coverplate.

All other hall operating stations/fixtures will incorporate an engraved Appendix O.

M. Hoistway Access Stations/Fixtures:

Modernization Partner will install new, UL rated/approved, #4 stainless steel hall hoistway access stations/fixtures in the same locations as the existing at the terminal landings.

N. Car Top:

Modernization Partner will install a new cross head data tag, car top inspection station, 2 speed cab ventilation fan.

Modernization Partner will install an electrical switch for the emergency exit, as needed.

Modernization Partner will install a top of car handrail or handrails, if required by code.

Modernization Partner will clean and paint the steel on the elevator car top.

O. Rail Guides:

Modernization Partner will install new guide rollers only, retaining roller guides.

P. Hoistway/Pit Equipment:

Modernization Partner will replace the hydraulic jack assembly, pit channels and buffers, oil line, Victaulic fittings and shut off. The hydraulic jack will be installed with a PVC liner and meet all current code requirements.

Basic jack hole cleaning, if needed, is included. Should the hole collapse or require substantial water remediation, Modernization Partner will coordinate with any necessary subcontractor(s) on a T&M basis, if additional work is required on their part, and facilitate the Subcontractor contracting directly with the City of Grand Forks to minimize the additional cost.

Paint and number the pit equipment with appropriate rust inhibiting paint and paint the pit floor with high quality, oil-based, gray gloss finish floor and deck enamel.

Modernization Partner will clean the hoistway.

Modernization Partner will clean and paint the fascia.

Modernization Partner will install a new pit stop switch.

Q. General:

All scope items written as singular refer to each elevator described/covered herein.

Modernization Partner is responsible for filing and obtaining all permits and permissions for all work related to this modernization project as is required by local code.

Modernization Partner will tag and install all required keys and devices in the main egress Emergency keybox(es) and elevator equipment room Elevator Personnel Only keybox(es). Any building security or access keys will be provided by Customer.

Modernization Partner will install any and all code required testing tags and data tags and number the equipment as required by code.

Modernization Partner will provide and install all required signage unless otherwise directed by the Customer who intends to provide and install custom signage.

Modernization Partner will coordinate and cooperate with their chosen General Contractor(s) partners to complete the scope of related building work required as part of the modernization project.

4.9 WORK BY GENERAL CONTRACTOR/OTHER TRADES

- A. Modernization Partner's chosen General Contractor will complete all non-elevator building work necessary to provide code compliant machine rooms, equipment spaces, hoistways and pits.
- B. The General Contractor's work includes but is not limited to modifying or adding hoistway venting as required by code, modifying or adding fire panels and other building features related to fire service operations, modifying or adding smoke sensors as required by code, installing additional lighting or relocating lighting so that it meets the code minimum requirements of nineteen (19) foot candles in the machine room(s) at the floor level and ten (10) foot candles in the elevator pit(s) and landing sills at the floor level, providing earth grounds to all electrical equipment where needed, replacing or adding electrical disconnects where needed, wiring/re-wiring in conduit to and from equipment where needed and ensuring all spaces in which the elevator(s) operate meet temperature (50 to 90 degrees) and fire rating code requirements.

4.10 TESTING AND INSPECTIONS

- A. Prior to the required inspection(s) with the code Authority Having Jurisdiction (AHJ), Modernization Partner will thoroughly test all systems and safety devices to ensure that the final inspection(s) goes smoothly.
- B. Modernization Partner will coordinate all required inspection(s) with the AHJ will communicate the inspection schedule with the Customer and Consultant with as much notice as is possible so that they may attend the inspection(s) if desired.
- C. If any conditional approval(s) is/are given by the AHJ, although the elevators will be placed in service, the project will not be considered complete until Modernization Partner has remedied all correction items.
- D. Upon final acceptance, copies of all approved permits, testing forms, certificates of approval and operation and any other required documentation will be stored where required by code and included in the Customer/Owners Manuals.

4.11 FINAL CLEAN UP

- A. Upon completion of the modernization work, Modernization Partner will remove from the premises and properly dispose of all removed equipment, hydraulic fluid, shipping/packaging materials and any other project materials and thoroughly clean all elevator equipment and the spaces in which the equipment operates.

5.1 CUSTOMER ORIENTATION AND TRAINING

- A. Upon completion of the modernization project, Modernization Partner will coordinate and provide customer orientation and training on the operation, functions and cleaning of the modernized elevator system(s).

- B. The orientation and training will, at a minimum, include the following: reviewing the Customer/Owner Manual(s), providing two (2) sets of all elevator keys needed for functions appropriate for the Customer's usage and demonstrating their usage, instructing the Customer on appropriate cleaning products and procedures for the portions of the elevator for which cleaning is the Customer's responsibility and general guidelines for elevator ownership.

7.1 MODERNIZATION WARRANTY

- B. Modernization Partner will provide twelve (12) months of PPMS as described herein upon final acceptance of the modernization.

8.1 MODERNIZATION PRICING

- A. Submit proposed pricing and schedule in Exhibit A.

8.2 MODERNIZATION PAYMENT SCHEDULE

- B. 50% due upon project start and 50% due upon completion, approval and completion of Customer Orientation. All payments Net 30 upon receipt of invoices from Modernization Partner.

9.1 PROACTIVE PREVENTATIVE MAINTENANCE SERVICE (PPMS) WARRANTY SCOPE OF WORK

- A. The intent of this PPMS Agreement is to provide a framework within which the Customer's selected Modernization Partner, is solely responsible for providing **proactive**, strategic and consistent actions to ensure the exceptional performance, code compliance, safety, reliability, appearance and longevity of the vertical transportation equipment covered herein through adherence to the scope of the PPMS Agreement and, in addition, through the benefit of its and its team members' professional training, combined experience and resources and its best demonstrated practices.
- B. Under this PPMS Agreement, the Customer's Modernization Partner, is responsible for all aspects of maintaining the Customer's vertical transportation equipment in exceptional, reliable, safe, code compliant and working order including but not limited to; providing proactive preventative maintenance service, performing all required testing and filing/record keeping, adjusting all equipment for safe, code compliant and optimal operation, cleaning and painting as required herein, addressing elevator inspection reports timely, responding to service requests and repairing, refurbishing and replacing all equipment unless specifically excluded herein.

9.2 PROACTIVE PREVENTATIVE MAINTENANCE SERVICE (PPMS)

- A. Modernization Partner, will make every effort to **proactively** address any conditions that may impact the code compliance, safety, performance and reliability of the equipment.
- B. To that end, Modernization Partner, will complete PPMS at the frequencies and duration as described herein at a minimum. PPMS includes performing all required safety testing and documentation and **proactive** examination, cleaning of all equipment and spaces in which it

operates, and the adjustment, lubrication, repair, refurbishment and replacement of all equipment as is required to ensure code compliance and safe and reliable operation.

- C. Modernization Partner's PPMS will also adhere to their Maintenance Control Plan (MCP) and the recommendations of the equipment's manufacturer(s) in terms of the inspection, servicing, lubrication, and **proactive** replacement, repair and refurbishment of components.

9.3 SAFETY TESTING

- A. Modernization Partner, will complete all safety testing and all associated filing and record keeping as required by applicable local codes for the equipment covered in this Agreement.
- B. Monthly Firemen Service Phase I and II testing on equipment with Firemen Service operations and testing of all emergency communication devices. If the visitation frequency specified is less than monthly, the Modernization Partner's testing frequency will correlate with the specified visitation frequency and the customer or others will be responsible for all other Firemen Service testing.
- C. Annual Hydraulic No Load testing and documentation.
- D. Annual Emergency Power Recall testing and documentation, if applicable.
- E. All safety testing that requires that the equipment is removed from service will be coordinated with and approved in advance by the Customer.
- F. All safety testing will be completed during the regular working hours of this Agreement. If the Customer requires that the testing be completed outside of the hours of this Agreement, Customer agrees to pay for the overtime portion of the labor rates specified in this Agreement.
- G. Should Modernization Partner, fail to perform the required annual testing prior to or within the month that it is due causing the elevator to be out of compliance, Customer may require a refund equal to the monthly value to the PPMS Agreement for the equipment that was not tested timely for the month in which it was due and each subsequent month that passes before it is completed or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion. Additionally, Modernization Partner will similarly reimburse Customer for any fines, penalties or re-inspection fees assessed by the authority having jurisdiction (AHJ.)

9.4 RECORD KEEPING

- A. Modernization Partner, will provide and install their Maintenance Control Plan (MCP) for each elevator in the corresponding elevator equipment room or, if an alternate location is allowed by local codes, where directed by the Customer.
- B. Modernization Partner's MCP will include its detailed prescribed proactive preventative maintenance service plan and tasks, the frequency in which each task will be performed, the

date on which each was completed and the signature or initial of the Modernization Partner's team member who completed each task.

- C. Modernization Partner's MCP will also include documentation of all required safety testing, PPMS, service requests, repairs, equipment modifications and upgrades and all other documentation required by local codes.
- D. Modernization Partner will ensure that any testing forms required by local codes are stored with the MCP and in an organized manner and submitted to the local authority having jurisdiction (AHJ) if required by local codes.
- E. Modernization Partner will provide and install any tags required to document safety testing and required maintenance activities as is required by local codes.

9.5 CLEANING, PAINTING AND ORGANIZATION

- A. Modernization Partner will work to ensure that all equipment and spaces in which the equipment operates are clean, organized and presentable at all times.

Understanding that outside influences in between PPMS visits may impact cleanliness, the expectation is that all equipment and spaces in which the equipment operates are clean, organized and presentable at the completion of each PPMS visit.

- B. Modernization Partner will ensure that all equipment room floors and pit floors are painted and clean.
- C. Modernization Partner will ensure that all equipment that is susceptible to rust has proper protective paint coverage and will repaint the equipment as is necessary.
- D. Modernization Partner will ensure that all parts, lubricants, cleaning supplies, electrical and mechanical schematics, manuals and all other documents are stored in an organized and protected manner in Service Partner provided UL rated metal cabinets.

9.6 PARTS AVAILABILITY AND ONSITE STORAGE

- A. Modernization Partner will maintain an onsite stock of commonly needed replacement components and supplies for all equipment covered in this PPMS including but not limited to lubricants, circuit boards, relays, fuses, belts and rollers to proactively minimize service interruptions and to adhere to the service response and repair times described herein.
- B. Any replacement components not stored onsite and not available from Service Partner's local stock or otherwise locally will be ordered overnight when needed.

9.7 PROACTIVE ADJUSTMENTS, REPAIRS, REFURBISHMENT AND COMPONENT REPLACEMENT

- A. Modernization Partner will **proactively** adjust, clean, lubricate, repair, refurbish and replace all aspects of the vertical transportation equipment in this PPMS agreement without limitation (unless specifically excluded from coverage herein) as is required to ensure the safe, code compliant, reliable and optimal operation of the equipment and to ensure that the equipment meets the minimum standards established herein.
- B. **General:** Modernization Partner will re-lamp the lighting fixtures on the car tops and bottoms, machinery spaces and hoistways with replacement lamps provided by Customer during PPMS visits. Customer is responsible for replacing lamps pertaining to car ceiling lighting.
- C. **Covered Hydraulic components include but are not limited to:** Controllers complete, monitors, displays, elevator management systems, dispatching equipment, rotating equipment, starters, motors, pumps, valves, belts, hydraulic fluid, tanks, oil coolers, tank heaters, viscosity control devices, emergency lowering systems, all safety devices and mechanisms, traveling cables, all wiring from the electrical disconnect forward, hoistway positioning and landing systems, guide rails, guide assemblies, car frames and platforms, all aspects of hydraulic systems (aside from underground cylinders and underground piping), car buffers, door operators and all car and hoistway equipment involved in door operation, load weighing devices, inspection stations, car, hall and remote operating, position indicating, communication and status indicating fixtures and associated components, emergency communication devices, car lighting, emergency lighting, ventilation devices and all batteries.
- D. **Excluded Elevator Items:** Modernization Partner is not responsible for main line electrical and lighting disconnects, car interior finishes, flooring, cab lighting fixtures, handrails, car and hoistway door panels, door frames, car and hoistway sills, underground cylinders and underground piping.
- E. **General Exclusions:** Modernization Partner is not responsible for upgrading software or equipment or replacing obsolete components as described herein. Modernization Partner is not responsible for service requests, repairs or component replacement required due to the negligence or misuse of the equipment by anyone other than the Modernization Partner or its subcontractors, documented power failure or power fluctuations outside of the equipment's rated thresholds, documented heat, cold or humidity outside of the equipment's rated thresholds, intrusion of water or other materials, fire or force majeure.
- F. **Incidents/Accidents:** In the event of incidents such as water intrusion, fire, damage to equipment, accidents or injuries, Modernization Partner will promptly assist Customer by engaging a qualified team member to provide the required analysis and information relative to the equipment covered herein and to Modernization Partner's work and to communicate with the local code authority as required by local codes and otherwise at Customer's direction.

- G. **Obsolescence:** A component will be considered obsolete and not fully covered under this PPMS only if a replacement can no longer be sourced from Modernization Partner's local stock, from its corporate resources or its other operations, if applicable, or purchased from the original equipment manufacturer (OEM) or an aftermarket parts supplier and it cannot be repaired or refurbished or substituted with a component of comparable function and cost requiring comparable installation labor.

Modernization Partner agrees to make every effort to source a replacement component or repair or refurbish the existing component and to act as quickly as possible to minimize the related disruption of service related to the component failure.

If a substitute component of comparable function and cost requiring comparable installation labor is available, Modernization Partner will purchase and install it at no cost to Customer in good faith.

If a substitute component of comparable function and cost requires significant additional installation labor to install, Modernization Partner will provide a detailed proposal for the difference in required labor at the labor rates specified herein for the Customer's review and approval.

If a substitute component of comparable function is only available at a significantly greater cost than a direct replacement but requires comparable installation labor to install, Modernization Partner will provide a detailed proposal with documentation of the difference between the historical pricing of the obsolete component and the substitute component with a maximum mark up of 10% of the Modernization Partner's actual cost for the Customer's review and approval.

If both the substitute component cost and installation labor are significantly greater, Modernization Partner will provide a detailed proposal documenting both as described above for the Customer's review and approval.

Customer reserves the right to investigate any obsolescence claim and to engage other parties to investigate alternative solutions and proposals. If the Customer believes that their Modernization Partner's proposal is not reasonable or does not follow the aforementioned cost determination criteria, Customer may choose to accept proposals from other vendors.

If an alternative vendor is selected to complete the work to remedy the obsolescence concern, the Modernization Partner will be notified and given the opportunity to inspect the completed work and to identify any concerns within 3 business days after which point the equipment will be fully covered under the terms of this PPMS Agreement.

9.8 SERVICE REQUESTS AND RESPONSE REQUIREMENTS

- A. Modernization Partner will provide a 24/7/365 live-answered emergency phone number to which they will program all elevator phones at no additional cost and a 24/7/365 live-answered emergency phone number that can be called by the Customer to request service or repairs, to report any concerns or incidents or for any other purpose.
- B. Modernization Partner will promptly respond to service requests made by authorized representatives of the Customer 24/7/365.
- C. Regular working hours under this agreement are 8:00 am to 4:30 pm Monday through Friday except for days deemed holidays by the local elevator union.
- D. All emergency calls placed from within elevators, whether there is a verbal response or not, will be responded to 24/7/365 unless otherwise directed by the Customer at the time of the call.
- E. Modernization Partner will provide unlimited service request coverage during regular working hours at no cost under this PPMS agreement with the exceptions of service requests that are due to the causes described in section 9.7, D-G.
- F. When responding to service requests that would be included in this PPMS agreement during regular working hours during overtime hours, Modernization Partner may charge only the difference between the applicable overtime labor rate and regular time labor rate shown in the labor rates table in this PPMS agreement. Service requests due to the causes described in section 9.7, D-G are fully billable at the labor rates as shown in the labor rates table in this PPMS agreement.
- G. Service request response times will be measured from the time when the Customer calls their Modernization Partner to when the Modernization Partner arrives onsite.
- H. Entrapments will be responded to within 45 minutes during regular time working hours and within 1 hour during all other times.
- I. Service requests for properties with single elevators or with single elevators that serve specific floors will be responded to within 1 hour during regular working hours and within 2 hours during all other times.
- J. Service requests for all other properties will be responded to within 2 hours during regular working hours and within 4 hours during all other times.
- K. Should Modernization Partner not respond within the aforementioned required time frames, Customer may require a refund equal to one (1) hour of the current contractual regular time mechanic labor rate per occurrence or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion.

9.9 REPAIR TURNAROUND REQUIREMENTS

- A. Modernization Partner will return all out of service equipment to service within a maximum of two (2) business days not including the day it failed or was otherwise placed out of service.
- B. This requirement does not apply to scheduled repairs, major repairs that Customer agrees could not have been predicted by Modernization Partner, repairs to equipment not covered by this agreement or repairs required due to causes or conditions excluded from coverage as described herein.
- C. Should Modernization Partner not meet this requirement, Customer may require a refund equal to twenty percent (20%) of the monthly billing for the effected unit for each additional business day out of service or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion.

9.10 PROACTIVE PREVENTATIVE MAINTENANCE SERVICE FREQUENCY AND HOURS REQUIREMENTS

- A. Modernization Partner will complete PPMS at the frequency and quantity of hours shown in the following table.
- B. Should Modernization Partner not perform the required PPMS hours established herein, measured quarterly, Customer may require a refund equal to the number of missed PPMS hours x the current contractual regular time mechanic labor rate or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion.

PPMS Frequency and Required Hours by Equipment Type	Frequency	Minimum PM Hours
Hydraulic Passenger Elevator	Quarterly	1 Hour/Quarter

9.11 EQUIPMENT RELIABILITY REQUIREMENTS

- A. Modernization Partner’s performance in terms of equipment reliability will be measured based on the allowable number of service requests the Modernization Partner entered in its RFP response or the number that was agreed upon by Customer and Modernization Partner as shown in the following table.
- B. Should Modernization Partner exceed the maximum allowable service requests for any equipment, Customer may require a refund equal to the current contractual regular time mechanic labor rate per additional service request or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion. Service requests for causes under 9.7, D-G, normally not covered as part of this PPMS, will not count toward the total number of service requests.

Maximum Service Requests Per Year by Equipment Type	
Hydraulic Passenger Elevator	3

9.12 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. The intent of these performance requirements is to ensure the safety of the users of the elevators covered in this PPMS agreement, that the elevators meet local elevator code and ADA requirements and that they operate efficiently and within industry standards.

Elevator Performance Requirements	
Leveling Accuracy	1/4" above/below landing
Door Closing Force	30 lbs maximum
Door Opening Speed	2.0-2.5 seconds
Door Closing Speed	2.5-3.0 seconds
Door Dwell (Car Call)	3.0 seconds
Door Dwell (Hall Call)	5.0-6.0 seconds
Door Nudging Activation	30-60 seconds
Noise Levels	60 decibels maximum
Floor to Floor Travel (Hydraulic) 75-150 FPM	10-20 seconds
Floor to Floor Travel (Traction) 200-350 FPM	10-12 seconds
Floor to Floor Travel (Traction) 500+ FPM	8-11 seconds
Deviation From Designed Speed	Within 5%

10.1 REPORTING AND MEETING REQUIREMENTS

- A. On a quarterly basis, within ten (10) business days of the end of each PPMS quarter, Modernization Partner will electronically submit to Customer and Consultant a report using the provided PPMS reporting tool documenting safety testing completed, PPMS service hours completed, the number of service requests per unit, completed and planned agreement-covered major repairs and approved and pending proposals. Modernization Partner will also provide an electronic copy of their service records for the quarter and copies of any approved and pending proposals.
- B. At the Customer’s discretion and direction, Modernization Partner will meet with Customer and/or their Consultant to discuss the previous quarter’s results and any other pertinent topics.
- C. If Modernization Partner has a Customer service portal, other web-based customer tools or offerings or other means of providing real time information or notifications, they will proactively provide access to Customer and provide training in its use at no cost to Customer.
- D. As this quarterly reporting is important for the Customer and Consultant in terms of evaluating Modernization Partner’s performance and for Customer’s planning purposes, should Modernization Partner fail to provide the quarterly reporting as is required, Customer may withhold payment of PPMS service invoices until it is received. Additionally, if the reporting is not provided by the end of the month in which it is due, Customer may require a refund equal to twenty percent (20%) of the monthly billing for each week that passes or subtract the refund amount that is due to the Customer from a future invoice or invoices at their discretion.

11.1 LABOR RATES

- A. The initial labor rates for billable services under this PPMS are shown in Exhibit A.
- B. Regular working hours under this agreement are 8:00 am to 4:30 pm Monday through Friday except for days deemed holidays by the local elevator union.
- C. Overtime (1.7) working hours under this agreement are 4:31 pm to 7:59 am Monday through Friday and all day Saturdays except for days deemed holidays by the local elevator union.
- D. Double time (2.0) working hours under this agreement are all day Sundays and days deemed holidays by the local elevator union.

11.2 INVOICES AND PAYMENT TERMS

- A. Invoices for billable service requests will include detail of the problem that was reported to the Modernization Partner and how it was resolved, indicate whether the labor provided was regular time, overtime or double time and include line items for travel time, onsite labor and billable parts.
- B. For billable service requests, Modernization Partner will only charge actual travel time, onsite labor and billable parts with no labor minimums or miscellaneous charges allowed. Billable travel time for service requests per instance is limited to 1.5 hours.
- C. Customer will remit payment for all invoices they determine to be in accordance with the terms of this PPMS Agreement within thirty (30) days of receipt. Should the Customer question the validity of an invoice, they will promptly notify Modernization Partner and the time of payment will depend on the timeliness of Modernization Partner's response and resolution of Customer's concerns.

12.1 MODERNIZATION WARRANTY MAINTENANCE AGREEMENT TERM AND PRICE ADJUSTMENTS

- A. There will be no interim maintenance.
- B. Modernization Warranty Maintenance will begin immediately upon turnover and approval of the elevator modernization.
- C. The Modernization Warranty Maintenance term of this PPMS agreement is one (1) year.
- D. Upon completion of the initial post-Modernization Warranty Maintenance agreement term, this agreement will automatically renew for thirty (30) day periods until thirty (30) day cancellation notice is provided by either party or the PPMS is amended by mutual written agreement.
- E. Service pricing and labor rates may be adjusted on an annual basis effective the contract anniversary month limited to a maximum of 3% per year provided that thirty (30) days of notice of the increase amount along with documentation is provided to the Customer prior to the anniversary date.

Eighty percent (80%) of the increase amount is based on the local union mechanic rate change and twenty percent (20%) of the increase amount is based on the change in the U.S. Bureau of Labor Statistics Metals and Metal Products Index since the last anniversary date.

13.1 CANCELLATION PROVISIONS

- A. Customer may cancel this agreement by providing thirty (30) days of written notice in the event of the change in ownership, owner insolvency or bankruptcy, change in management company, removal of equipment from service or any other breach of this contract.
- B. Customer may cancel or suspend coverage, at its discretion, for equipment under this agreement if Customer accepts a competitor's modernization proposal for that equipment.
- C. Customer may cancel this agreement for non-performance. Modernization Partner will be notified of the specific non-performance concern(s) and allowed 10 working days to remedy. If the Modernization Partner does not remedy the non-performance concern(s) in that time frame to the Customer's satisfaction, at the Customer's sole discretion, this agreement may be cancelled immediately at which time Customer may then engage another elevator contractor to address the non-performance concern(s) and be reimbursed by the Modernization Partner within thirty (30) days.
- D. Customer may allow their Modernization Partner additional time to address non-performance concerns, on a case-by-case basis, based on material lead times or the labor required to address certain non-performance concerns after which, at the Customer's sole discretion, this agreement may be cancelled immediately at which time Customer may then engage another elevator contractor to address the non-performance concern(s) and be reimbursed by the Service Partner within thirty (30) days.
- E. Customer may cancel this agreement immediately in the event the Modernization Partner becomes insolvent or bankrupt, loses its operating license, loses its insurance coverage, is in violation of the law, causes an unsafe condition or commits any egregious act.
- F. Modernization Partner may cancel this agreement by providing thirty (30) days of written notice in the event of the Customer's breach of its obligations under this agreement after allowing Customer thirty (30) days to remedy.
- G. Regardless of the cause of the agreement cancellation, Modernization Partner will cooperate with the Customer to ensure a smooth transition between Vendor Partners including but not limited to; promptly returning all keys, fobs and other access devices, providing any system codes and access instructions and ensuring that all service and testing documentation and any manuals, troubleshooting guides, wiring diagrams and other equipment specific resources, devices and tools owned by the Customer remain in place.

14.1 CUSTOMER'S RESPONSIBILITIES

- A. Customer will provide safe access to the equipment and the spaces in which it operates.
- B. Customer will ensure that all spaces in which the equipment operates are safe and free of water or moisture intrusion.
- C. Customer will maintain all systems not covered by this agreement that are required for elevator operation including but not limited to the electrical up to and including the main line and lighting electrical disconnects, elevator telephone lines, car lighting, fire systems and heating and cooling systems for the equipment rooms.
- D. Customer will regularly remove debris from the visible portions of the hoistway door and car door sills (tracks) and protect the equipment and the spaces in which it operates from dust and debris during activities such as parking ramp cleaning, moves and construction projects.
- E. Customer will prohibit storage of non-elevator equipment or items in all spaces in which the equipment operates.
- F. Customer will promptly notify Modernization Partner of any safety, operational or performance concerns regarding the equipment covered under this agreement.

15.1 AWARD AND EXECUTION OF CONTRACT

- A. **CONSIDERATION OF PROPOSALS.** Bids will remain subject to acceptance for 60 days after the bid opening.
- B. **AWARD OF CONTRACT.** The projects will be awarded on the basis of the total project bid. City of Grand Forks reserves right to reject all bids.
- C. **Modernization Partner's Insurance.** Modernization Partner, at its sole cost and expense, will add the following entities as additional insured under its standard insurance policy with coverage increased if necessary to \$1,000,000 per incident for personal injury and property damage with an additional \$2,000,000 umbrella coverage; the City of Grand Forks, Project Number 8974 and North Star Elevator Consulting and provide Certificates of Insurance to all parties confirming the same.
- D. **INDEMNITY.** Modernization Partner will hold harmless, defend and indemnify Customer, the City of Grand Forks, North Star Elevator Consulting from all claims for property damage, personal injury or death arising out of or related to Modernization Partner's work under this Agreement. This obligation will include attorney fees and other legal costs.
- E. **Additional Requirements for execution of Contract per Customer Bid policies**
 - a. Performance and Payment Bonds in the full amount of the contract
 - b. Copy of Workforce Safety & Insurance - WSI proof of payment
 - c. Copy of ND Contractors Tax Clearance Form

City of Grand Forks Central Ramp Elevator Modernization Pricing for 1 Hydraulic Elevator		
Modernization Price	\$0.00	
Warranty Price (Total for 12 months)	\$0.00	
Total Modernization and Warranty Price	\$0.00	
Estimated Time for Submittals		Weeks Following Customer Approval
Estimated Time for Receipt of Materials		Weeks Following Customer Submittal Approval
Estimated Project Start Date		Month/Day/Year
Estimated Project Duration		Weeks From Work Commencement to Completion
Estimated Completion Date		Turnover Date Following Required Fire Marshal Inspections

Labor Rates	Mechanic	Apprentice	Team
Regular Time	\$0.00	\$0.00	\$0.00
Overtime at 1.7	\$0.00	\$0.00	N/A
Double Time at 2.0	\$0.00	\$0.00	\$0.00

Elevator Company		Submitted By		Submittal Date
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