



## Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

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### MEMORANDUM

TO: Cass County Commission

FROM: Jason Benson, County Engineer *JMB*

DATE: July 27, 2023

SUBJECT: Consent Agenda Item for August 7, 2023 Cass County Commission. Bridge repair in sections 3&4 Clifton Township.

We solicited quotes for the repair of a bridge that has some erosion problems and is in need of repair. Industrial Builders Inc. has quoted us an estimate of \$40,000 to do this work. This cost would be included in our 2023 budget for Bridge and Culvert Repair.

#### **SUGGESTED MOTION:**

Move to approve the quote from Industrial Builders Inc. for \$40,000.



## Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

### MEMO

TO: County Commission

FROM: Taylor Kaushagen

Date: August 1, 2023

Subject: Purchase of repair to Annex employee parking gates

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Buildings and Grounds is requesting \$13,850 to repair two entry gates to the Annex employee parking lot. The 2023 budget includes funds for general maintenance in the Annex which this repair will be covered under. A quote was received by Bergstrom Electric to complete the work in the amount of \$13,850.

**SUGGESTED MOTION: Authorize the purchase of repair to two entry gates to the Annex employee parking lot with Bergstrom Electric in the amount of \$13,850.**

**From:** [Perry Kleven](#)  
**To:** [GENE G \(GartnerG@casscountynd.gov\)](mailto:GENE_G (GartnerG@casscountynd.gov))  
**Cc:** [Terry Vasek](#)  
**Subject:** Cass Annex - 2 gate duct project  
**Date:** Friday, July 28, 2023 1:02:00 PM

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Gene, we had the guys plan out to figure best access in the Annex	
Boring by Stellar	\$8500
Labor	36 hours x \$85= \$3060
Material and cat 6 UG cable	\$2290
Est budget for this project	\$13,850.00

- Spoke to stellar and get on top of their list
- Please confirm, and will have locates done next week and get a install date !

Thx Perry

## Perry Kleven

### Service Manager

4120 14<sup>th</sup> Avenue North

Fargo, ND 58102

p: 701.281.8992 | f: 701.281.8993 / c: 701-799-4271

[pkleven@bergstromelectric.com](mailto:pkleven@bergstromelectric.com)

[www.bergstromelectric.com](http://www.bergstromelectric.com)



*Employee Owned*

*Where Quality & Customers Matter*

This to fix TWO entry gates at Annex Employee Parking lot. we will need to bore in two new wire runs so that card readers can be activated.



**Fargo**  
 4120 14th Ave. N.  
 Fargo, ND 58102  
 Ph 701.281.8992 Fx 701.281.8993  
 Email beifargo@bergstromelectric.com

## PROPOSAL

PROPOSAL SUBMITTED TO: <b>Cass County Courthouse</b>		PHONE:		DATE:	<b>07/28/23</b>
STREET: <b>211 9 St S</b>		FAX:			
JOB NAME: <b>Gate cable underground Comm Project</b>					
<b>Fargo</b>	STATE: <b>ND</b>	ZIP: <b>58102</b>	JOB LOCATION: <b>Annex North Parking lot</b>		
ARCHITECT:	PROPOSAL #:	ATTN: <b>Gene G</b>	PHONE #: <b>701-541-0713</b>		

WE HEREBY SUBMIT CERTIFICATION AND ESTIMATE FOR:

**Cordinate the floowing - install (1) 1" innerduct to the North and West gate locations now in place.**  
**Install surface conduit - route to to buildings IT room and pull in (1) Cat 6 cabel to each lcoation.**  
**Cordinate final connections with owner.**

**total for prject:**

<b>Undergournd Boring contractor:</b>	<b>\$8500</b>
<b>Misc materisl cable- conduit :</b>	<b>\$2290</b>
<b>Labor for install \$85 hr x 36 hours=</b>	<b>\$3060</b>
<b>Budgeted total for project</b>	<b>\$13,850 *</b>

**\* Note any additions or changes to be added to this total**

**Please confirme and we'll scheucel this start as soon as Boring contractor is avaialbe.**

**Advise on changes or additions to this quote.**

**All Work Performed In Accordance With Local, State and National Electrical Codes**

**We Propose -** HEREBY FURNISH MATERIAL & LABOR, COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:  
( **\$13,850.00** )

PAYMENT TO BE MADE AS FOLLOWS:  
**AT COMPLETION/AS WORK PROGRESSES**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IS A WORK-MAN-LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOUND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUT WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

*Perry Kleven*

(type your name in here & sign above)

**NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIIN >>>>> 15 DAYS.**

### Acceptance of Proposal

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Grand Forks**  
 3100 North Washington St.  
 Grand Forks, ND 58203  
 Ph 701.775.8897  
 Fx 701.772.4951

**Bismarck**  
 3554 East Divide Ave.  
 Bismarck, ND 58501  
 Ph 701.221.0783  
 Fx 701.221. 0784

**Devils Lake**  
 1100 2nd Ave NE  
 Devils Lake, ND 58301  
 Ph 701.662.5823  
 Fx 701.662.8996

**Crookston**  
 302 North Main  
 Crookston, MN 56716  
 Ph 218.281.7571  
 Fx 218.281.1911

**Thief River Falls**  
 1402 3rd Street West  
 Thief River Falls, MN 56701  
 Ph 218.681.7422  
 Fx 218.681.6288

Visit us on our website at [www.bergstromelectric.com](http://www.bergstromelectric.com)

**Employee Owned - Where Quality & Customers Matter**



**Vendor information**

BERGSTROM ELECTRIC, INC.  
PO BOX 13152  
GRAND FORKS, ND 582083152

**Purchase order**

Date  
Prepayment obligation

**PO-000122-1**

08/04/2023  
No

**Delivery address**

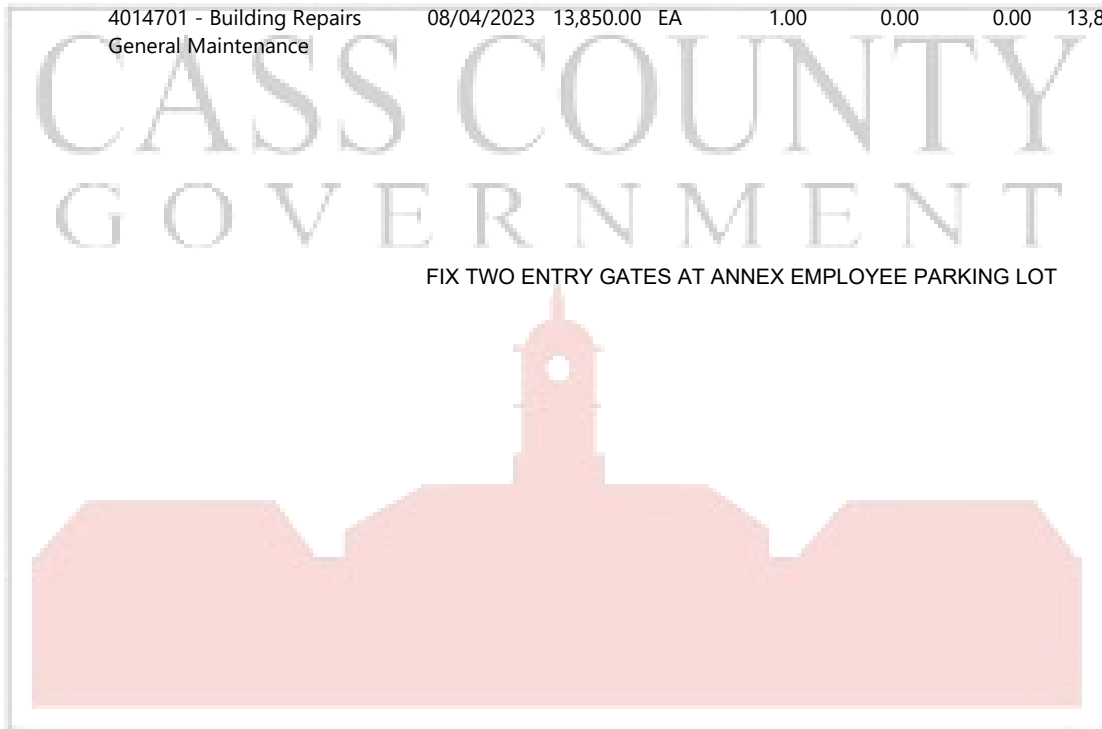
Cass County  
211 9th St S  
Fargo, ND 58103

**Attention information**

Delivery terms

Line number	Item number	Description	Delivery	Quantity	Unit	Unit price	Discount	Discount percent	Amount	Print code
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1		4014701 - Building Repairs General Maintenance	08/04/2023	13,850.00	EA	1.00	0.00	0.00	13,850.00	
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TOTAL \$13,850.00

211 9th St S  
Fargo, ND 58103

Telephone (701) 297-6000  
Fax  
Email address

Tax registration number  
Tax exempt number

Signature \_\_\_\_\_



## Administration

Telephone: 701-241-5770

Fax: 701-241-5776

wilsonro@casscountynd.gov

### MEMO

TO: County Commission  
FROM: Taylor Kaushagen  
Date: August 1, 2023  
Subject: Purchase of repair to Annex elevator modernization

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Buildings and Grounds is requesting \$199,000 to modernize one of the elevators in the Annex. The current elevator has been in use since 1995 and has led to an increase in service calls over the past few years and parts are no longer available for obsolete controls. The 2023 budget includes \$125,000 to modernize one elevator in the Annex. We have coordinated this purchase with the Finance Office and their recommendation is to make the purchase now and if required request a budget adjustment at the end of the year.

Buildings and Grounds received three quotes for the elevator modernization as follows:

<u>Company</u>	<u>Bid Amount</u>
MEI Total Elevator Solutions	\$199,000
TKE Elevator	\$205,833.38
OTIS	\$315,400

**SUGGESTED MOTION: Authorize the purchase of Annex elevator modernization in the amount of \$199,000 from MEI Total Elevator Solutions.**



**Vendor information**

MEI TOTAL ELEVATOR SOLUTIONS  
19336 607TH AVE  
Mankato, MN 56001

**Purchase order**

Date  
Prepayment obligation

**PO-000123-1**

08/04/2023  
No

**Delivery address**

Cass County  
211 9th St S  
Fargo, ND 58103

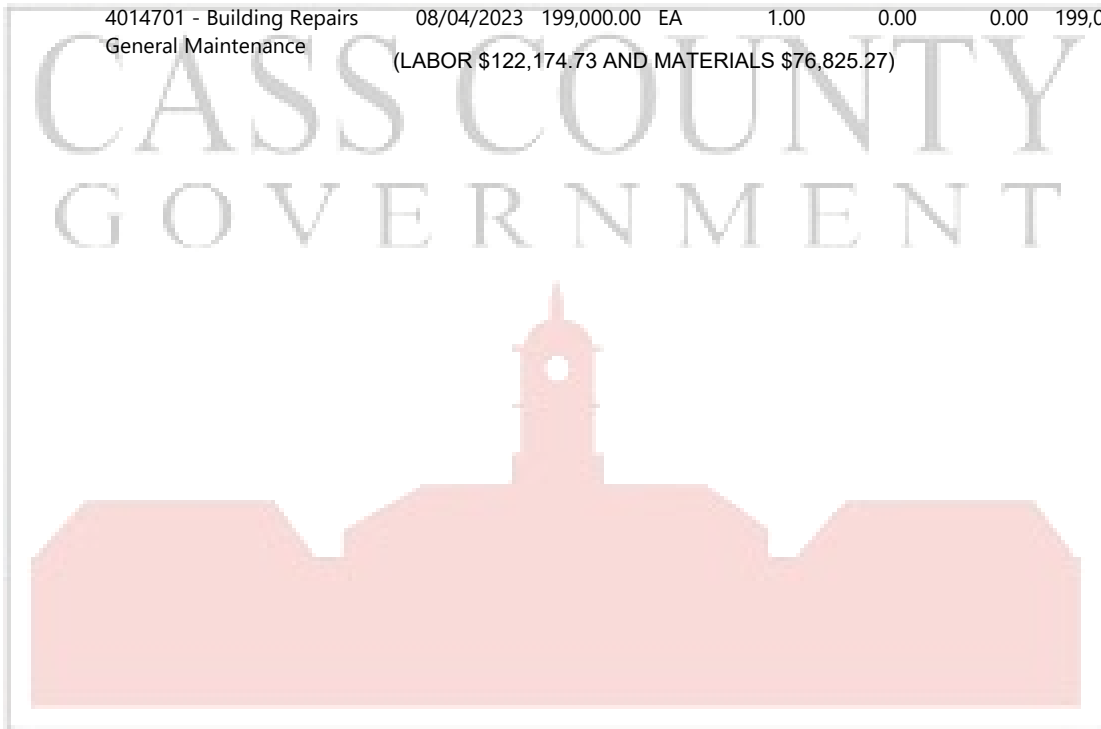
**Attention information**

Delivery terms

Line number	Item number	Description	Delivery	Quantity	Unit	Unit price	Discount	Discount percent	Amount	Print code
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1		4014701 - Building Repairs General Maintenance	08/04/2023	199,000.00	EA	1.00	0.00	0.00	199,000.00	
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(LABOR \$122,174.73 AND MATERIALS \$76,825.27)



TOTAL \$199,000.00

211 9th St S  
Fargo, ND 58103

Telephone (701) 297-6000  
Fax  
Email address

Tax registration number  
Tax exempt number

Signature \_\_\_\_\_



# MEI

TOTAL ELEVATOR SOLUTIONS

Duluth Office  
4504 Grand Avenue Suite 5  
Duluth, MN 55807  
Phone: (218)722-9600 Fax: (218)727-9032  
www.meiusa.com

Date: 7/18/2023

QUOTE NUMBER: 18676 - Rev 2

**Elevator Modernization Agreement**

**EQUIPMENT LOCATION:**

Overhead Traction Mod - Car 1  
211 9th Street  
Fargo , ND 58103

**SUBMITTED TO:**

Cass County Fargo  
211 9th st  
Fargo , ND 58103

**ELEVATOR DESCRIPTION:**

Elevator ID: TBDCASSCTY - Car 1  
Description:

**ATTN:**

Gene  
701-541-0713

**Type of Work: Modernization**

This Modernization Agreement ("Agreement") is proposed as of this 18th day of July, 2023 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": Cass County Fargo , 211 9th st, Fargo , ND 58103. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

**Scope of Work:**

**MEI is providing this proposal to perform the following work:**

Work to be completed by MEI For Car 1

• New Controller

- Supply and replace existing obsolete controller with non proprietary solid state controller. This controller will be non-proprietary and anyone will be able to work on it in the future. No programming tool will be needed to work on this new controller.

• New Machine and Motor Equipment

- Supply and replace existing machine and motor with a new Hollister Whitney machine and motor with new variable speed drive motor
- Installation of new emergency brakes
- Installation of new rope gripper for unintended elevator motion
- Installation of new Hollister Whitney governor
- Installation of new drive and tail sheave
- Installation of new hoist ropes with shackles
- Installation of new governor ropes
- Installation of new bedplates and isolation beams for new Machine and Motor

• New Fixtures

- Supply and replace fixtures with new stainless steel Innovation Fixtures, which includes car station, car position indicator, hall stations, hall position indicators, new emergency phone if applicable, phase I & phase II fire fighters service key switches if applicable.
- Supply stainless steel cover plates as needed

• New Door Equipment

- Supply and replace front door operator with new GAL MOVFR11 closed loop door operator
- Supply and replace header and door tracks as needed for installation of door operator
- Supply and install new door clutch and restrictors
- Supply and replace rollers, pickup rollers, and door locks as needed
- Supply and install new door edge protection sensor

• New Hoistway Equipment

- Supply and replace traveler cable and associated wiring
- Supply new pipe and wiring as needed
- Supply and install new cartop station
- Supply and install escape hatch
- Supply and replace conduit as needed

• Project Breakdown:

- Labor Cost: \$122,174.73
- Material Cost: \$76,825.27
- Total Project Timeline: 7 weeks per elevator



Date: 7/18/2023

QUOTE NUMBER: 18676 - Rev 2

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "**T&C**").

**Price:**

**\$199,000.00**

**Payment Terms:**

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

**Agreement Terms**

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

**Acceptance of Proposal**

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Signed: \_\_\_\_\_

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative

Signed: \_\_\_\_\_



# MEI

TOTAL ELEVATOR SOLUTIONS

Duluth Office  
4504 Grand Avenue, Suite 5  
Duluth, MN 55807  
Phone: (218)722-9600 Fax: (218)727-9032  
www.meiusa.com

**Date: 7/18/2023**

**QUOTE NUMBER: 18676 - Rev 2**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Matt LaFlamme

Title: \_\_\_\_\_

Title: Account Manager

Phone: \_\_\_\_\_

Phone: 218-343-2793

Email: \_\_\_\_\_

Email: matt.laflamme@meiusa.com

Name of Company: \_\_\_\_\_

Customer Purchase Order: \_\_\_\_\_

Principal, Owner or Authorized Representative or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**Date: 7/18/2023**

**QUOTE NUMBER: 18676 - Rev 2**

**MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:**

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided for an additional \$150 per week per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

**Disposal Contaminated Oil or Hydraulic Fluid (as applicable):**

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.

**Date: 7/18/2023**

**QUOTE NUMBER: 18676 - Rev 2**

**Jack Hole Clause (as applicable):**

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

Date: 7/18/2023

QUOTE NUMBER: 18676 - Rev 2

### MEI TERMS AND CONDITIONS ("T&C")

- 1. Purchase and Payment.** Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators. All credit card payments made by Customer may be subject to the addition of credit card processing fees. If customer elects to pay MEI by credit card, Customer agrees to these fees. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.
- 2. Standard Warranty.** MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.
- 3. Repair Terms and Conditions.** Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.
- 4. Limitations.** Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.
- (a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.
- (c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.
- 5. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.



**Date: 7/18/2023**

**QUOTE NUMBER: 18676 - Rev 2**

**6. Default.** An event of default ("**Event of Default**") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

**7. Remedies.** Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

**8. Assignment.** MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

**9. Governing Law; Venue.** The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

**10. Force Majeure.** MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

**11. Waiver of Jury Trial.** Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

**12. General Provisions.** The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

# Modernization Proposal



## CASS COUNTY ANNEX

March 24, 2023

Purchaser: Cass County Annex  
Address: PO Box 2806  
           Fargo, ND 58108-2806

Location: Cass County Annex  
Address: 1010 2nd Ave S  
           Fargo, ND 58103-8226

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Cass County Annex (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$205,833.38** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

#### Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

CENTRAL BRANCH  
REGION  
QQ\_Central@thyssenkrupp.com  
+1



**OTIS**

**Elevonic<sup>®</sup>**  
**RM and RMH**

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# **Elevonic® RM Control System**

## **(With New AC Motor)**

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7/3/2023

**CUSTOMER NAME**

Cass County Annex  
1019 3rd Ave S.  
Fargo, ND 58103

**Otis Elevator Company**

1718 4th Ave NW.  
West Fargo, North Dakota, 58078

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**PROJECT LOCATION**

Cass County Annex  
1019 3rd Ave S.  
Fargo, North Dakota, 58103

**PROPOSAL NUMBER**

F7SC4901/01

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We propose to furnish labor and material to provide an Elevonic® RM control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators.

## Section 1



### UNITS

#### DUTY

The present capacity and speed of the elevators will be retained as follows:

Group 1

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
Unit 1	2500	350

#### TRAVEL, STOPS & OPENINGS

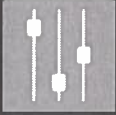
The present travel, stops and openings of the elevators will be retained as follows:

Group 1

Unit 1

LANDINGS	OPENINGS		Distance Between Floors
	Front	Rear	
5	Yes	No	0 ft 0 in 0
4	Yes	No	10 ft 0 in 0
3	Yes	No	10 ft 0 in 0
2	Yes	No	10 ft 0 in 0
1	Yes	No	10 ft 0 in 0

## Section 2



### OPERATION

#### **NEW AUTOMATIC SELF-LEVELING**

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

#### **NEW SPECIAL EMERGENCY SERVICE**

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

#### **NEW INDEPENDENT SERVICE**

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

#### **NEW INSPECTION OPERATION**

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

## **HOISTWAY ACCESS SWITCHES**

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

## **Section 3**



## **MACHINE ROOM EQUIPMENT**

### **NEW CONTROLLER**

The present control system will be changed to Elevonic® RM Microprocessor control. The microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control.

### **NEW DRIVE SYSTEM**

The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive. The system shall include a step up or down transformer as required.

### **NEW MACHINE**

A new electric traction machine with Variable Voltage Variable Frequency A.C. motor shall be provided at existing location.

### **NEW MOTOR**

A new 500 volt Alternating Current Variable Frequency 3 phase low slip motor shall be provided.

### **NEW GOVERNOR**

A new centrifugal speed governor that operates the car safety shall be installed at the top of the hoistway in the machine room. The governor shall actuate a switch when excessive speeds occur, disconnecting power to the motor and applying the brake before application of the safety.

### **NEW GOVERNOR TAIL SHEAVE**

A new governor tail sheave will be installed at the bottom on the hoistway pit.

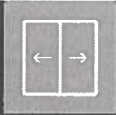
### **NEW GOVERNOR ROPE**

A new governor rope will be installed.

## **NEW ROPE GRIPPER**

A new rope gripper device shall be installed to prevent the elevator from over speeding in the up direction, as per the latest requirement by ASME/ANSI A17.1 Safety Code for Elevators and Escalators, an American National Standard.

## **Section 4**



## **DOOR EQUIPMENT**

### **NEW CLOSED LOOP DOOR OPERATOR**

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

### **NEW DOOR-PROTECTION DEVICE**

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

### **NEW INTERLOCKS**

New interlocks shall be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

### **RETAIN CAR DOOR TRACKS AND HANGERS**

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

### **RETAIN HOISTWAY DOOR TRACKS AND HANGERS**

The present hoistway door tracks and hangers shall be retained.

### **NEW HOISTWAY DOOR RESTRICTORS**

Folding hoistway door restrictors shall be installed.

## Section 5



### HOISTWAY EQUIPMENT

#### **NEW HOISTWAY OPERATING DEVICES**

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

#### **RETAIN CAR GUIDES**

The existing car guides shall be retained.

#### **RETAIN COUNTERWEIGHT GUIDES**

The existing counterweight guides shall be retained.

#### **RETAIN CAR FRAME AND SAFETY**

The existing car safety device, designed to stop the car if it attains a descending speed in excess of the preset contract speed, shall be retained.

#### **RETAIN PLATFORM**

The car platform will be retained and reused in place.

#### **RETAIN CAR INTERIOR**

The present car interior shall be retained.

#### **RETAIN FLOORING**

The present flooring will be retained.

#### **NEW LOAD-WEIGHTING DEVICE**

A new load weighing device set to operate at a predetermined fixed percentage of the car load shall be provided.

## **NEW PIT SWITCH**

An emergency stop switch shall be located in the pit and accessible from the pit access door.

## **NEW BUFFERS**

Buffers shall be installed in the pit as a means for stopping the car and counterweight at the bottom limits of travel.

## **NEW ACCESS ALERT HOISTWAY SAFETY DEVICE**

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

## **Section 6**



## **CAR FIXTURES**

### **NEW APPLIED CAR OPERATING PANEL**

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button



shall be connected to a bell that serves as an emergency signal. All buttons, when applicable, to be long life LED illumination.

## **NEW EMERGENCY CAR LIGHTING**

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

## **PROVISION FOR INTERCOM**

Provision shall be made in the car operating panel for an intercom. **Intercom system to be provided by others.**

## **NEW CAR POSITION INDICATOR**

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

## **NEW 'IN-CAR' DIRECTION LANTERNS**

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

## Section 7



## HALL FIXTURES

### **NEW HALL BUTTONS**

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed.

### **NEW SECOND HALL BUTTON RISER**

A second riser of illuminated hall buttons shall be provided. All buttons, when applicable, to be long life LED illumination.

**NEW COMBINATION HALL LANTERN/POSITION INDICATOR**

Combination hall lantern/position indicators shall be installed at the main landing only.

**Section 9****WORK BY OTHERS –  
NOT IN CONTRACT**

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

**WORK BY OTHERS SCHEDULING**

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

**AIR CONDITIONING**

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 90°F. The relative humidity should not exceed 95 percent non-condensing.

**BUILDING POWER**

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

**SPRINKLERS**

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

**SMOKE AND HEAT SYSTEM**

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

**Main Floor Recall:** Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

**Alternate Floor Recall:** Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

**Machine Room/Hoistway Recall:** Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

**CUTTING AND PATCHING**

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

**MAIN DISCONNECT**

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment. Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

**GROUND WIRE**

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

**EMERGENCY COMMUNICATIONS – Phone Only**

Provide a continuously monitored phone line terminating at Otis controller.

**EMERGENCY COMMUNICATIONS – Voice / Video / Text**

Provide a dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code or Canadian Electrical Code, as applicable. If Emergency (standby) power system is supplied this disconnect must be arranged to be feed from the same emergency (standby) power transfer switch as the elevator group. Provide a dedicated RJ45 internet network connection in each control room, minimum download speed 5Mbps per elevator, minimum upload speed 1Mbps per elevator.

Number of Elevators	Min. Download Bandwidth (Mbps)	Min. Upload Bandwidth (Mbps)
1 - 3	5	1
4 - 6	10	2
7 - 8	15	3

### EMERGENCY COMMUNICATIONS – Intercom

Provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet in machine room located as required for communications system.

### ELEVATOR MANAGEMENT SYSTEM (EMS)

Provide a 120VAC 15A single phase power supply with two duplex GFCI outlet and fused disconnect switch (or circuit breaker) located in areas containing EMS equipment (typically machine room, fire command center, and/or building security station). Where Web based EMS supplied, provide CAT-5 cable from elevator machine room to EMS terminal locations.

### TEMPORARY CROSS DISPATCHING (CDT)

For each group provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet located in elevator machine room.

### COMPASS

For each group provide a 120 volt AC, 15 amp, single-phase power with GFCI outlet in the machine room with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position.

### GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor

### CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

### VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

### REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

## **EMERGENCY (STANDBY) POWER**

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.
- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels, and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

## **LIGHTING**

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

## **ROOF LIGHTING**

Lighting is required to illuminate machine room access paths on the roof.

## **PROJECT BEING "DRIED-IN"**

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

## **MACHINE ROOM ACCESS**

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

## **FIRE EXTINGUISHER**

Provide fire extinguisher in elevator machine room.

## **NON-ELEVATOR MATERIAL IN HOISTWAY**

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

## **HOISTWAY VENTILATION**

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

## **HOISTWAY LEDGES**

Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2" or greater in the hoistway, excluding multi-hatch divider beams.

## **SIDE COUNTERWEIGHT GUARDING**

Provide and install guarding of counterweights in a multiple elevator hoistway as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.

## **SUMP HOLE GRATING**

Provide a flush grating over the sump hole located in the elevator pit.

## **STORAGE**

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

## **DISPOSAL**

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

## **PIT LADDERS**

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

## **OPERATING ELEVATORS FOR OTHER TRADES**

If we are required to operate an elevator to facilitate the work of other trades (i.e., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

## **ADDITIONAL STOPS/OPENINGS**

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.
- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams were required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.



**AUTOMATIC RECOVERY OPERATION (ARO)**

When the Automatic Recovery Operation (ARO) is specified, the mainline fused disconnect switch or circuit breaker shall be equipped with two auxiliary contacts that are positively opened when the mainline disconnect is in the OFF position. Only emergency power operation OR ARU can be selected, not both.

**ASBESTOS**

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

**HAZARDOUS MATERIALS**

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

**MATERIAL RESPONSIBILITY**

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

**LOCKOUT TAG OUT**

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate



personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

## CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

## Section 10



## GENERAL REQUIREMENTS

### EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

### RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this Contract, we shall be entitled to a re-mobilization charge of **two thousand (\$2,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

### INSURANCE

OTIS

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits, Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

#### **CUSTOMER**

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

#### **CERTIFICATES**

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

#### **PRE-EXISTING CONDITIONS TRACTION**

Our proposal is contingent on the existing equipment being counterbalanced at an industry standard between 40- 45%. Otis will verify balance on the cars when awarded the project, and if discovered to be in conflict with this standard Otis will provide a time and material cost to correct the condition. If requested Otis can verify existing conditions prior to the award of the project for the sum of   enter price here   .

#### **COUNTERWEIGHT ASSEMBLY**

Our price provisionally includes adding or removing counterweights to achieve a proper balance between the car and the counterweight. We include this adjustment to the extent that this change in weight is within 5% of the original recorded car weight and car load capacity weight combined. We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

#### **PAYMENT AND SCHEDULE OF VALUES**

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders, and the base Contract amount (no less than 95%), prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount, PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.

- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

### **SUBSTANTIAL COMPLETION/"PROGRESS PAYMENTS"**

This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is accepted by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.

- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- Otis does not accept credit cards as a form of payment.

### **SCHEDULE OF VALUES:**

SCHEDULE OF VALUES			
Base Contract Amount: <b>\$315,400</b>			
DUE DATE	DESCRIPTION	%	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization "Initial Payment"	50	\$157,700
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project "Material Delivery Payment"	25	\$78,850
Due within 30 Days from substantial completion of each elevator.	Installation labor "Labor Progress Payments"	25	\$78,850

**LEAD TIME**

### AND DURATION

We anticipate approximately 20-22 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 12 weeks per car.

All work will be performed during our regular working hours of our regular working days.

### SCHEDULE

Our proposal is based on a delivery date of TBD. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

**ASME A17.1 / CSA B44 (2016 or earlier):** It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

### Work By Others

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

## Section 11



### ALTERNATES

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

<b>PRICE</b>	<b>\$315,400</b>
	Three Hundred Fifteen Thousand Four Hundred Dollars

This price is based on a **fifty percent (50%)** down payment in the amount of **\$157,700**.

This proposal, including the provisions printed on the pages following, shall be a binding Contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in this proposal is subject to increase in the event commodity, fuel, and/or shipping transportation costs increase. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: \_\_\_\_\_  
**Kyle K. Kuznia**

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: X \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

**OTIS ELEVATOR COMPANY**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: X \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.



Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract.

"Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.