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END OF SECTION

ADVERTISEMENT FOR BIDS

Bellevue Convention Center Authority (BCCA)
Elevator Modernization
Date of Bid Opening: **July 8, 2021**

NOTICE TO CONTRACTORS:

Bid Submittal: Sealed bids will be received for the above-referenced project by the Bellevue Convention Center Authority, 11100 Northeast 6th Street, 3rd Floor Administration Office, Bellevue, Washington 98004.

The Bid Form must be received by the BCCA at the location noted above no later than 4:00 p.m., Pacific Time, on **Thursday, July 08, 2021**. Bids will then be publicly opened and read aloud. Bids received after the date and hour stated above will not be accepted or considered.

Project Description: The BCCA is seeking a contractor to review, design, refurbish and Modernize one hydraulic Freight elevator and two electric traction passenger elevators as described in the included Lerch Bates Elevator Modernization Specification dated May 25, 2021.

Architect's Estimate: The estimate for this project is between \$1,100,000 and \$1,400,000.

Pre-Bid Meeting: A non-mandatory Pre-Bid Meeting and site walk-through will be held from **9:00AM to 11:00AM** on **Wednesday, June 9th, 2021** at the Level 3 Administrative Offices. This will be the only opportunity for bidders to visit the Project site. Process and timelines associated with questions related to bid documents and subsequent issuance of addendums will be discussed.

Bid Documents: Bidders may obtain or access plans, specifications, and addenda for this project through the following sources:

1) **Obtain Bid Documents:** Bidders may request the Bid Documents by one of the following methods.

- **Pick-up:** Documents may be picked up at Bellevue Convention Center Authority, 11100 Northeast 6th Street, Bellevue, Washington, 98004.
- **E-mail:** E-mail request to: Jeremy Heinrichs, Director of Facility Services at jheinrichs@meydenbauer.com
- **USPS:** Write to Bellevue Convention Center Authority, 11100 NE 6th St, Bellevue, Washington, 98004
- **Website:** Documents may be downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

2) **View Bid Documents:**

- **Bellevue Convention Center Authority Office:** An informational copy of the Bid Documents (Plans and Specifications) are on file for inspection at the office of the Bellevue Convention Center Authority located at 11100 Northeast 6th Street, Bellevue, Washington, 98004.
- **Website:** Documents may be viewed and downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

Bellevue Convention Center Authority
Elevator Modernization
2021-010
May 28, 2021

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Questions: Questions about this project must be issued in writing and should be directed to the following individual. Responses to questions, subject to Owner's discretion, will be in writing and issued in the form of an addendum to all plan holders.

Contact Person: Jeremy Heinrichs
Title: Director of Facility Services
Phone Number: (425) 450-3804
Fax Number: (425) 637-0166
E-mail Address: jheinrichs@meydenbauer.com

AND

Kyle Apperson, Consultant
Lerch Bates Inc.
kyle.apperson@lerchbates.com

At its sole discretion, BCCA reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

Jeremy Heinrichs
Director of Facility Services
Bellevue Convention Center Authority

Date(s) of Publication: May 28, 2021

END OF SECTION

Section 00 21 00
INSTRUCTIONS TO BIDDERS

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Examination of Site and Requirements: Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, that it has carefully examined the Bid Documents and the work site, and that it has investigated and satisfied itself as to all general and local conditions, and with all applicable Federal, State, King County, and City of Bellevue laws, ordinances, rules, and regulations that may in any manner affect the performance of the Work or its cost. Site review shall include, but not be limited to adequacy of access, retained equipment, elevator hoistways, pits, machine rooms, overhead clearances, electrical power characteristics, structural supports, etc. Investigation and structural calculations required to determine compliance for new gearless traction machines or rope brake with existing elevator components including machine support beams, with ASME A17.1, Rule 8.7.2.15.2, are responsibility of Contractor. Attach specific, written exception and/or clarification with quotation. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Purchaser and Consultant, an Addendum to the specifications will be issued and authorized. Purchaser will not pay for change to building structure, structural supports, mechanical, electrical, or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized as stipulated above.
- B. Pre-Bid Meeting: The Project site is available for inspection for prospective bidders at a Pre-Bid Meeting and walk-through, as indicated in the Advertisement for Bids, and existing conditions should be examined. This will be the only opportunity for bidders to visit the project site.
- C. Surface and Subsurface Conditions: Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of the Bid Documents. Bidder also represents that it has studied all latent physical conditions referred to in the Bid Documents, made such additional surveys as it deems necessary for the performance of the Work at the Total Bid amount, in accordance with the requirements of the Bid Documents.
- D. Conditions at the Project Site: Bidder acknowledges that adjoining areas will be conducting normal operations during the work. Bidder should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.
- E. Bidder Acknowledgement: Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.
- F. Questions and Addenda: Owner assumes no responsibility for any conclusions or interpretations made by Bidder based on the information made available by Owner. Should a Bidder find conflicts, errors, discrepancies, or omissions in the Drawings or Specifications, or should Bidder be in doubt as to their meaning or interpretation, Bidder shall at once notify the Owner in writing. At the Owner's discretion, questions received less than five (5) calendar days before the bid submission deadline may not be answered. If appropriate, Owner will send explanations, interpretations, or modifications to all bidders by written addenda. Oral explanations and interpretations by the Owner shall not be binding. All addenda issued shall be incorporated into the Contract Documents.

2. BID DOCUMENTS:

Bidders may obtain or access plans, specifications, and addenda for this project through the following sources:

A. Obtain Bid Documents: Bidders may request the Bid Documents by one of the following methods:

- Pick-up: Documents may be picked up at Bellevue Convention Center Authority, 11100 Northeast 6th Street, Bellevue, Washington, 98004.
- E-mail: Jeremy Heinrichs, Director of Facility Services at jheinrichs@meydenbauer.com
- USPS: Write to Bellevue Convention Center Authority, 11100 NE 6th St, Bellevue, Washington, 98004
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B. View Bid Documents:

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- Website: Documents may be viewed and downloaded online at <https://www.meydenbauer.com/about-us/vendor-opportunities/>

3. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

- A. Complete Bid Form: The name, address, Washington State Contractor's registration number of Bidder, and other information required shall be typed or printed on the Bid Form in the spaces provided. The Bidder's business name must match the name on the bid guaranty.
- B. Use Bid Form: Bidders must submit bids on the Bid Form (or photocopy of the Bid Form) provided by the Owner.
- C. Fill in Blanks: All blank spaces on the Bid Form must be filled in by the Bidder. Bidder must submit a bid amount for all Alternates, Additives, Deductives, unit prices, and other prices indicated on the Bid Form. When bidding on items for which there is no charge, Bidder shall write the words "No Charge," "zero," or "0.00" in the space provided on the Bid Form. If a Bidder fails to submit a bid price for any item, notes "no bid" or similar language for any item, or does not fill in all blank spaces on the Bid Form, the bid may be rejected as non-responsive.
- D. Sign Bid Form: The Bidder shall manually sign the Bid Form in ink by an authorized representative of the Bidder.
- E. Initial Corrections: Any correction to entries made on the Bid Form shall be initialed by an authorized representative of the Bidder.
- F. Subcontractors List: If this project is estimated to cost \$1 million or more, the Owner has included a Subcontractors List as part of the Bid Forms, Bidders shall complete the Subcontractors List, indicating the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternates or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive. Failure of the

Bidder to submit as part of the bid the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid nonresponsive and, therefore, void. The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the Bidder. The Subcontractors List must be submitted in a sealed envelope (1) addressed to the office specified in the Advertisement for Bids and (2) showing the name of the project, the name and address of Bidder, and marked as "Subcontractors List."

- G. Acknowledge Addenda: Bidders shall acknowledge receipt of all addenda by identifying the addendum number in the space provided on the Bid Form.

4. BID PRICES

- A. Filing Fees: Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of Bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.
- B. Sales Tax: The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, except as noted below:
1. Retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, equipment, and material primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. A proportionate amount of State sales tax will be added to each progress payment, collected from Owner, and paid to the State by Contractor.
- C. Insurance and Bonds: Bidder shall include in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all additives and alternates.

5. SPECIFIED PRODUCTS

- A. Bid Products Identified: Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.
- B. Substitution Requests: Requests for approval of equals or substitutions must be made in writing and received by the Owner at least 10 days prior to the bid submission deadline. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all Bidders.

6. BID GUARANTY

- A. Not Applicable

7. SUBMISSION OF BIDS

- A. Bid Submittal Checklist:
1. Bid Form 00-41-00 Lump Sum Bid Amount
 2. Bid Form 00-41-00 Subtotal Bid Amount with +/- Alternates, Adds, Deducts
 3. Bid Form 00-41-00 WSST on Subtotal Bid Amount

4. Bid Form 00-41-00: Total Bid Amount with WSST
 5. All pages of Bid Form 00-41-00 Include Bidder business name and initialed by authorized Bidder representative
 6. All bid for 00-41-00 spaces include required information
 7. Bid Form 00-41-00 Complete listing of Subcontractors
- B. Bid Receipt Deadline: Bidders must submit their bids on the Bid Form included with the Bid Documents prior to the deadline established in the Advertisement for Bids. Any bid received after the bid submission deadline will not be accepted or considered and will be returned unopened. Bids received prior to the bid submission deadline will be publicly opened and read aloud shortly after the deadline.
- C. Sealed Bid Envelope: Bids and bid modifications must be submitted in sealed envelopes or packages (1) addressed to the office specified in the Advertisement for Bids and (2) showing the name of the project, bid opening date and time, and the name and address of Bidder.
- D. Evidence of Bid Receipt: The only acceptable evidence to establish the time of receipt of a bid at the office designated in the Advertisement for Bids is the time/date stamped or printed by Owner on the bid envelope or other documentary evidence of receipt maintained by Owner.
- E. Prohibited Forms of Bids: Receipt of bids and bid modifications by e-mail, facsimile, telephone, other electronic means, or orally will not be considered.
- F. Withdrawal of Bid: After submitting a bid to the Owner, a Bidder may withdraw its bid if the Owner receives a request from a Bidder to withdraw the bid prior to the bid submission deadline. Any request to withdraw a bid which is received after the bid submission deadline will not be considered.
- G. Modification of Bid: After a Bidder has withdrawn its bid as described in the paragraph above, a Bidder may revise its bid if the Owner receives the revised bid on the required Bid Form prior to the bid submission deadline in a properly marked and sealed envelope. Any bid modification which is received after the bid submission deadline will not be considered.
- H. Modification of Subcontractors List: After submitting the Subcontractors List to the Owner, a Bidder may revise its Subcontractors List if the Owner receives the revised Subcontractors List on the required form prior to the submission deadline for the Subcontractors List, and the revised Subcontractors List shall be submitted in a properly marked and sealed envelope prior to the submission deadline for the Subcontractors List. Any modification to the Subcontractors List which is received after the submission deadline for the Subcontractors List will not be considered.

8. CLAIM OF ERROR

- A. Submission of Claim of Error: A Bidder who wishes to claim error after the bids have been opened shall submit a signed statement, accompanied by original work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The statement shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The statement and original work sheets shall be submitted in person or by courier to:

Bellevue Convention Center Authority
11100 Northeast 6th Street
Bellevue, Washington 98004

by 5:00 p.m. on the Business Day after the bid submission deadline or the claim will not be considered. The Owner reserves the right to extend this deadline at its discretion.

- B. Review by Owner: The Owner will review the certified work sheets to determine the validity of the claimed error. If the Owner concurs in the claim of error, the Bidder will be relieved of responsibility, the bid will be withdrawn from the bid pool, and the bid guaranty of the Bidder in the form of a cashier's check or certified check will be returned. Thereafter, at the discretion of the Owner, all bids may be rejected or award made to the next lowest responsible Bidder. A low Bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

9. BID EVALUATION

- A. Non-Responsive Bids: Bids which are incomplete, conditioned or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for on the Bid Form and in the Bid Documents, are not in conformity with the law or with these Instructions, contain a statement by the Bidder reserving the right to accept or reject an award or to enter into the contract, or include any other irregularity shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Failure to submit either the Bid Form or Subcontractors List (if applicable) within the allotted times as described in the Advertisement for Bids, Section 00 11 00, shall render the entire bid nonresponsive.
- B. Multiple Bids: If more than one bid is submitted by a Bidder, or by any person or persons representing the Bidder, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to a Bidder may submit prices to other Bidders, and may submit a direct and complete bid for the project to the Owner on its own behalf.
- C. Unbalanced Bids: The Owner may consider a bid irregular and reject it as non-responsive if any of the bid item prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner.
- D. Tied Bids: After bids have been opened, if two or more of the lowest responsive bids have Total Bid amounts that are exactly equal, then the following drawing process will be used to break the tied bids and determine the successful Bidder. Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "Unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for award of the contract. Only those Bidders who submitted a Total Bid amount that is exactly equal to the lowest responsive Bid are eligible to draw.
- E. Waiving Irregularities: Owner reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.
- F. Correcting Bid Prices: After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price and the extended amount of any bid item shall be resolved by accepting the bid item price as correct. If a minimum bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Owner will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension.
- G. Award of Additives, Alternates, Deductives: The low bid shall be determined by the sum of the Base Bid (the summation of bid item price extensions, corrected where necessary), plus any

combination of Additives, Alternatives, and/or Deductives that the Owner decides, in its sole discretion, to include in the contract award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses. The numbering of the Additives, Alternates, and/or Deductives on the Bid Form bears no relationship to the order in which they may be selected by the Owner. The summation of extensions, corrected where necessary, and including any applicable Additives, Alternatives, Deductives, and sales taxes, will be used to fix the awarded contract price and the amount of the payment and performance bonds.

- H. Bid Evaluation Documentation and Meeting: In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner's review a complete itemization and breakdown of its Total Bid amount, a description of the Bidder's understanding of the Work, and a proposed schedule. Prior to award, upon request of the Owner, the Bidder and proposed subcontractors and suppliers shall attend a bid evaluation meeting with the Owner, and shall bring to the meeting any documents requested by the Owner to assist the Owner in evaluating the bid and the Bidder's understanding of the Project. In the event the Bidder refuses to provide the requested information or attend the bid evaluation meeting, the Owner may reject the bid as non-responsive.
- I. Reciprocal Bid Preference: In accordance with RCW 39.04.380, for a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful Bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the Base Bid and all accepted Alternate, Additive, and Deductive bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington State contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences. The Bidder with the lowest total shall be the successful Bidder. See example below:

Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Multiplied by the Alaska</u>	<u>x 0.05</u>
<u>CPD</u>	
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
<u>Alaska CPD</u>	<u>+</u>
<u>Total</u>	<u>5,000</u>
Nonresident Disadvantage Total	\$105,000

When Nonresident Disadvantage Total is Low: If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsible bidder with a responsive bid.

When Nonresident Disadvantage Total is High: If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, or other nonresident contractors whose states do not provide in-state percentage bidding preferences, the lowest bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsible bidder with a responsive bid.

Definition of Nonresident Contractors: A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b) At the time of bidding on a public works project, does not have a physical office located in Washington. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

10. LOWEST RESPONSIBLE BIDDER

A. Mandatory Bidder Responsibility Criteria: It is the intent of Owner to award a contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. Supplemental Bidder Responsibility Criteria: In addition to the bidder responsibility criteria above, the Bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:

1. Claims Against Retainage and Bonds: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.
2. Lawsuits: The Bidder shall not have lawsuits with judgments entered against the Bidder within five years of the bid submittal date that demonstrate a pattern of failing to meet the

terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.

3. Project Schedule: Because the Owner will suffer significant damage if the Project is not completed in accordance within the days provided for in the Contract Documents, the Bidder must have the schedule management tools and experience that demonstrates an ability to complete this project within the Contract Time allowed, and history of completing projects on time.
- C. Documentation to be Submitted for Meeting Supplemental Bidder Responsibility Criteria: As evidence that the Bidder meets the bidder responsibility criteria in paragraph B above, the apparent low bidder must submit documentation as may be required below to the Owner within 48 hours of the bid submission deadline. The Owner reserves the right to use information obtained from references to determine that the Bidder is not a responsible Bidder. In addition, the Owner reserves the right to request such documentation from other bidders also.
1. Documentation of Claims Against Retainage and Bonds: The Bidder shall submit a list of the public works projects completed within the previous three years and include for each project the following information:
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claims.
- The Owner may contact previous owners to validate the information provided by the Bidder.
2. Documentation of Lawsuits: The Bidder shall submit a list of lawsuits with judgments entered against the Bidder within five years of the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet terms of construction related contracts. The Owner may also evaluate lawsuits within the time period specified that are not reported by the Bidder.
 3. Documentation of Project Schedule: The Bidder shall submit a proposed schedule for this Project using the schedule management tools typically employed by the Bidder. In addition, the Bidder shall submit a list of the most recent ten projects substantially completed by the Bidder that lists the following: Name of project, name of owner, date of required substantial completion, date of actual completion, explanation of any days beyond the required substantial completion date before the actual substantial completion date.
- D. Process When Supplemental Bidder Responsibility Criteria Not Met: If the Owner determines the Bidder does not meet the Bidder responsibility criteria in paragraph B above and is therefore not a responsible bidder, the Owner shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a

contract with any other bidder until two business days after the Bidder determined to be not responsible has received the final determination.

11. CONTRACT AWARD AND EXECUTION

- A. Award: The formal acceptance by the Owner, through an award by its Board of Directors Chairperson of the lowest responsive bid of a responsible bidder that is within the budget available for the project, will be in the form of a written notice of award of public works contract to the Bidder issued by the Owner and mailed to the Bidder's address shown on the Bid Form.
- B. Contract Execution: Within ten (10) calendar days after the notice of award date, Bidder shall submit two (2) signed originals of the Contract (see Attachment D); certificate of insurance and endorsements as required in the Contract Documents; and separate Payment and Performance Bonds, each for 100% of the Contract Award Amount plus Washington State Sales Tax. The bonds shall be on a form furnished by the Owner (see Attachment C). The bonds must be signed by an approved surety (or sureties) that:
1. Is registered with the Washington State Insurance Commissioner.
 2. Appears on the current Authorized List in the State of Washington published by the Office of the Insurance Commissioner; and
 3. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).
- C. Failure to Execute Contract: If the successful Bidder, after award of the Contract, fails to execute the Contract or provide insurance documentation and bonds as required within the time specified, Owner may revoke award of the Contract and the bid guaranty may be retained by Owner.
- D. Existing Maintenance Contract: Owner shall affect cancellation of existing Maintenance Contract. If Contractor currently providing equipment maintenance under contract with Purchaser is included on the list of invited Contractors for this Contract, Contractor acknowledges and agrees that said contract shall be immediately null and void upon award of this Contract to Contractor or alternate invited Contractor. Further, if present Maintenance Contractor is not the successful firm in regard to this Contract, Maintenance Contractor agrees to deliver existing as modified control wiring diagrams to Purchaser and immediately remove its equipment and materials from the premises with the Purchaser or Purchasers' representative present. Purchaser shall withhold final maintenance payment due until Maintenance Contractor is in compliance with this requirement.

12. DEFINITION AND SECTION TITLES

- A. Bid Documents: The Bid Documents include all of the documents issued by the Owner as part of soliciting bids for the Project, including but not limited to the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, and Modifications to General Conditions, Specifications and Drawings.
- B. Captions and Headings: The titles of sections in these Instructions to Bidders are for convenience only and do not define or limit the contents.

END OF SECTION

Section 00 41 00
BID FORM

BID:

Pursuant to and in compliance with the Bid Documents, the undersigned Bidder agrees to perform the Work for the following Total Bid amount for the above-referenced project:

1.1 CONTRACTOR'S BASE QUOTATION

- A. Having examined documents prepared by Lerch Bates Inc. dated May 25, 2021, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of the Contract Documents for the sum of:

Item 1: Modernize Passenger Elevators 1 and 2, Section 14220.
..... dollars \$.....

Item 2: Modernize Freight Elevator 4, Section 14250.
..... dollars \$.....

Item 3: Related Work, Section 01900.
..... dollars \$.....

Item 4: Applicable Taxes at%.
..... dollars \$.....

Total of the above items 1-4:
..... dollars \$.....

- B. Modernization Billing Rates (2021 Rates):

Billing Rates	Mechanic	Helper	Crew
Straight Time	\$.....	\$.....	\$.....
Overtime Premium (2.0 Time)	\$.....	\$.....	\$.....

1.2 MAINTENANCE

- A. Interim Maintenance: We agree to furnish interim, preventive maintenance during the period from written award of this Contract or verbal notice to proceed until all required work is complete for following amount per month per unit. NOTE: Do not include the cost of interim maintenance in 1.1 A above, Base Quotations.

Passenger Elevators 1 and 2: _ \$...../Month/Unit
Freight Elevator 4: _ \$...../Month
Passenger Elevator 5: _ \$...../Month

- B. Twelve-Month Warranty Preventive Maintenance: Amount included in base quotation Item 1.1 A. above. NOTE: Owner reserves the right to pay warranty maintenance cost in a lump sum or on a monthly basis during period maintenance is actually performed.

Total Included in Item 1.1 A \$.....
 Passenger Elevators 1 and 2: \$...../Month
 Freight Elevator 4: \$...../Month

- C. Proposed Preventive Maintenance Hours:

Elevator ID	Group ID	Washington Conveyance Number	Total Annual Preventive Maintenance Hours	Total Annual Hours Included for Category 1 Testing Outside of Building's Operating Hours
1	1	8706
2	2	8707
4	4	8708
Sub-Totals		

- D. Undersigned affirms that quotations provided are firm and represent the entire cost including site conditions, code requirements, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes, or any other factors affecting the construction industry or this project.

E. LABOR and MATERIAL ADJUSTMENT

Mechanic Labor Rate, Including Fringe Benefits Applicable, Consisting of: Total Rate: \$..... Date:
 Base Rate: \$..... Fringe: \$.....
 U.S. Metal Products Index: Index: \$..... Date:

1. "Fringe benefits" means employee benefits granted in lieu of or in addition to hourly base rate increases, and include but are not limited to, accruals for pensions, vacations, paid holidays, group life, sickness, and hospitalization insurance. Fringe benefits shall not include any direct or indirect costs based on labor.
2. Price escalations shall be limited to a maximum of 5% over the current price in any one-year period.
3. Contractor shall provide written notification of pending price adjustment as described above within thirty days of each Anniversary Date. If Contractor fails to give such written notice, the Agreement Price for the ensuing year shall be deemed to be the prior year's Agreement price.
4. Maintenance Billing Rates (2021 Rates): NOTE: These rates may be adjusted by written notice to Owner proportionally to the increase or decrease in the straight time hourly rates as set forth in Article 1.5 of this Agreement. Such adjustments shall not exceed 5% in any one year period, except that a percentage increase of less than 5% in any one year period may be added to a subsequent year's 5% maximum increase.

<u>Billing Rates</u>	<u>Mechanic</u>	<u>Helper</u>	<u>Crew</u>
Straight Time	\$.....	\$.....	\$.....
Overtime Premium (1.5 Time)	\$.....	\$.....	\$.....
Overtime Premium (1.7 Time)	\$.....	\$.....	\$.....
Overtime Premium (2.0 Time)	\$.....	\$.....	\$.....

F. Enter a cost figure for all pricing requested. Failure to comply, subjects bids to disqualification.

G. Undersigned affirms that bids provided represent entire cost including site conditions, code requirements, drawings, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry or this project except as expressly allowed in Owner's maintenance contract specification Section 14325.

1.3 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

- A. Undersigned has enclosed the following (Indicate YES/NO):
1. Separate letter containing any "Qualification" related to its bid. YES / NO
 2. Separate Substitution Proposal. YES / NO

1.4 PURCHASER'S CONSTRUCTION SCHEDULE

A. Start work date is date existing elevator is removed from service for modernization. Completion date is the date that the modernization work is complete, the elevator has passed State Inspection, and the elevator is returned back to normal operation. Base dates on an award date of July 8, 2021, and a two-week review of submittals.

B. Undersigned submits the following completion schedule for the project:

<u>UNIT</u>	<u>START WORK DATE</u>	<u>COMPLETION DATE</u>
<u>1</u>	<u>.....</u>	<u>.....</u>
<u>2</u>	<u>.....</u>	<u>.....</u>
<u>4</u>	<u>.....</u>	<u>.....</u>

1.5 CONTRACTOR PROPOSED MODERNIZATION COMPONENTS AND TECHNOLOGY

A. Undersigned Contractor will utilize the following modernization technology for the projects and submits these systems for approval. Upon acceptance of these systems by Purchaser/ Consultant, no substitutions shall be made without written approval of Consultant.

<u>Systems and Components to Be Modernized</u>	<u>Proposed Model, Description, and Vendor</u>
--	--

1. Machine:
2. Control:
3. Door Operator:
4. Fixtures:

1.6 ALTERNATES

- A. State net sum to be added to or deducted from Stipulated Sum (Base Bid) in event any Alternate Bid is accepted.
- B. Submit Alternate Bids by filling in blank spaces provided herein.
- C. Purchaser reserves right to accept or reject any or all Alternates.
- D. Provide LUMP SUM price for all alternates as described in Section 01030, Alternates.

ALTERNATE 1: Accelerated Schedule: Provide costs and plan working overtime or shift work to reduce total schedule indicated in Section 1.4 while maintaining one passenger elevator in normal operation throughout the elevator modernization.

\$.....dollars

Schedule Impact _____

Accelerated Schedule Plan _____

ALTERNATE 2: Increase speed of freight elevator from 50 fpm to 100 fpm inclusive of all necessary related work including any electrical upsizing.

\$.....dollars

Schedule Impact _____

Accelerated Schedule Plan _____

ALTERNATE 3: Provide five-year continuing maintenance proposal for Elevators 1, 2, 4, and 5:

Year 1 Annual Pricing: \$.....

Year 2 Annual Pricing: \$.....

Year 3 Annual Pricing: \$.....

Year 4 Annual Pricing: \$.....

Year 5 Annual Pricing: \$.....

SALES TAX:

Lump sum bid and alternate bids amounts stated in the foregoing SHALL NOT include Washington State Sales Tax, except as designated in Article 4 of the Instructions for Bidders. Provide a calculation of sales tax as requested by multiplying the Sub-total times the sales tax rate.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within the number of calendar days specified in the Bid Documents, and also agrees to the amount specified herein for Liquidated Damages. Refer to Section 00 72 10, Modifications to the General Conditions. The provisions of the General Conditions section 3.07, for liquidated damages, remain in effect. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

CONTRACT EXECUTION:

- A. Contract Execution: If the Owner awards a contract based on this bid within sixty (60) calendar days of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the Bellevue Convention Center Authority Public Works Contract form.
- B. Bonds and Insurance: Bidder shall submit executed Contract, separate Payment and Performance Bonds, and acceptable evidence of insurance within ten (10) calendar days after receipt of award notice and Public Works Contract form from the Owner.
- C. Failure to Execute Contract: If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contracts or submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, Owner may revoke the award. The bid guaranty may be retained by Owner as liquidated damages, not as a penalty. If a contract is not awarded within sixty (60) days after the bid submission deadline, or if the Bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check submitted as the bid guaranty shall be returned to the bidder, or the Bid Bond shall become void.

DECLARATION:

- A. Familiarity with Bid Documents and Site: The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above-referenced project, and the site where the Work is to be performed and the conditions affecting the Work, and consistent with the Instructions to Bidders.
- B. Bid Guaranty: Not applicable.
- C. Validity of Bid: The Bidder agrees that this bid shall be valid and not withdrawn for a period of 60 days from the bid submission deadline.
- D. Proposal to Perform Work: The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Total Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited

to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.

- E. Minority Businesses: In compliance with RCW 35.22.650, the Bidder agrees to actively solicit the employment of minority group members. The Bidder further agrees to actively solicit bids for the subcontracting of goods or services from qualified minority businesses, and to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to minority businesses. As used in this paragraph, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to blacks, Women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.
- F. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.
- G. Responsible Bidder Requirements: The Bidder acknowledges that it is in compliance with the bidder responsibility criteria described in the Instructions to Bidders. The Bidder agrees to provide proof of compliance with these requirements upon request by the Owner.
- H. Notice to Proceed: Bidder agrees that if awarded the contract, Bidder will commence work on the date specified in the written Notice to Proceed.
- I. Compliance with Applicable Laws and Regulations: Bidder agrees that if awarded the contract, Bidder will comply with the requirements of all applicable federal, state, and local laws and regulations.

Bidder's Business Name:		
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State of Incorporation:____) <input type="checkbox"/> Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
If the above address is not in Washington State, check ONE of the boxes below: <input type="checkbox"/> Physical Office in WA: _____ <div style="display: flex; justify-content: space-around; margin-top: 10px;"><div>Street Address</div><div>City</div><div>Zip Code</div></div> OR <input type="checkbox"/> State of incorporation or State where business entity was formed, if not a corporation: _____		
Business Telephone Number:	Business Fax Number:	Business E-mail Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:
Receipt is hereby acknowledged of Addenda No(s).: _____		

SUBCONTRACTORS:

- A. Refer to Section 00-21-00 3 (F) Instructions to Bidders for requirements to provide a list of Subcontractors for the project.

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

Type of work – (Specify if More Than 10% of Bid Value): _____

Contractor Name: _____

Estimated Dollar Value of work (less sales tax): \$ _____

Contractor Registration Number: _____

Contractor UBI Number: _____

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

END OF SECTION

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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to Owner’s Representative for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner’s Representative may require.
- B. “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates, Additives, or Deductives.
- F. “Contract Documents” means the Request for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for Bellevue Convention Center Authority (last revised January 12, 2015), Modifications to the General Conditions, Public Works Contract, Drawings and Specifications, and all addenda and modifications thereof. The Contract Documents comprise the entire agreement between the Owner and the Contractor, and may be modified only as described in the Contract Documents.
- G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. “Day(s)” mean calendar day(s) unless otherwise specified. A calendar day of twenty-four (24) hours is measured from midnight to the next midnight.
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.

- O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice. All notices to the Owner shall be sent to the attention of the Owner's Representative.
- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run. The Contractor shall not perform any Work at the Project site prior to such date.
- Q. "Owner" means the Bellevue Convention Center Authority, through its authorized representative(s) with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Owner's Representative" means a person or entity representing Owner within the limits of its delegated authority who will be the Owner's representative during the construction period for construction management, inspection, interpretation of the Contractor's performance consistent with the requirements of the Contract Documents, and other services of managing the Project on behalf of the Owner. Owner shall issue all communications to Contractor through Owner's Representative. The name of the Owner's Representative will be designated in the Notice to Proceed letter to the Contractor. The Owner's Representative may be a firm contracted with the Owner to provide these services, including but not limited to an architect, engineer, or construction manager, or may be an employee of the Owner. The Owner may designate multiple individuals or firms as Owner's Representative to fill different roles on the Project.
- S. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- T. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- U. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- V. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- W. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- X. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- Y. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Z. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- AA. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

- BB. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict, error, discrepancy, or inconsistency in the Contract Documents, as amended by any addenda issued during the bidding period, shall be resolved by giving the documents precedence in the following order:

- A. Executed Change Orders to Signed Public Works Contract.
- B. Signed Public Works Contract.
- C. Modifications to the General Conditions.
- D. General Conditions for Bellevue Convention Center Authority.
- E. Specifications. Provisions in Attachment A shall take precedence over provisions of any other Division.
- F. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings. Figure dimensions shall take precedence over scaling.
- G. Signed and Completed Bid Form.
- H. Instructions to Bidders.
- I. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

- A. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents. Contractor has included in the Contract Sum all incidentals for performing the Work, and shall complete the Work with all necessary material, equipment, labor, supplies, and subcontractors for the Contract Sum;
- B. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- C. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and

- D. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance documentation by Owner, and Contractor's maintenance of the required insurance shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Insurance carriers providing insurance in accordance with the Contract Documents shall have an A.M. Best rating of A:VII or better and the ratings shall be indicated on the insurance certificates. Contractor shall have included in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all Additives and Alternates.

The certificate of insurance shall list the project name, project number, and the following as the certificate holder:

Bellevue Convention Center Authority
11100 Northeast 6th Street
Bellevue, WA 98004

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.
1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage/stop gap liability;
 - d. Premises and operations
 - e. Independent contractors;
 - f. Personal injury and advertising injury; and
 - g. Liability assumed under an insured contract.
 2. Automobile Liability Insurance: Coverage for all owned, non-owned and hired and leased vehicles.
 3. Workers' Compensation coverage: Contractor shall comply with the Washington State Industrial Insurance Act (Title 51 RCW) and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

- B. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- C. Owner as Additional Insured: All insurance coverages shall name the Bellevue Convention Center Authority as an additional insured with respect to liability arising out of work performed by Contractor, and an additional insured endorsement to the General Liability and Automobile Liability policies must be provided to the Owner. All insurance coverages shall be endorsed to be primary and non-contributory with any insurance maintained by the Bellevue Convention Center Authority, provide a waiver of any rights of subrogation against the Bellevue Convention Center Authority, and contain a severability of interest provision in favor of the Bellevue Convention Center Authority, and all insurance documentation shall evidence full compliance with the above enumerated requirements.
- D. Subcontractors: The Contractor shall include all subcontractors at any tier as additional insureds, and ensure that the Contractor's coverage of subcontractors under the Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Contractor shall:
1. Obtain from each subcontractor not insured under the Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of the Contract Documents, and
 2. Maintain such evidence on file for a period of one year after Final Acceptance and, upon request, submit such evidence to Owner for examination.

2.02 COVERAGE LIMITS

Insurance amounts: The Contractor shall maintain not less than the following coverage amounts:

- A. Commercial General Liability Insurance: \$1,000,000 each occurrence for Bodily Injury and Property Damage, and \$2,000,000 Annual General Aggregate.
1. \$2,000,000 Annual Aggregate for Completed Operations and Products Liability.
 2. \$10,000,000 Umbrella/Excess Liability
- B. Automobile Liability Insurance: \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance for the required insurance types and amounts and the required endorsements.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: The Contractor shall provide to the Owner and all Additional Insureds for the Work with written notice of any policy cancellation, within two business days of the Contractor's receipt of such notice.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: The Contractor shall furnish a separate Payment Bond and Performance Bond, each for 100% of the Contract Award Amount, plus state sales tax, using the Payment Bond and Performance Bond form published by the Owner and included in Attachment C. The Payment Bond and Performance Bond shall be valid for the warranty period described in Section 5.16D, and through any other warranty or guaranty period described in the Contract Documents.

2.05 ALTERNATIVE SURETY

When alternative bonds required: Contractor shall promptly furnish acceptable payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. The surety is adjudged bankrupt or becomes insolvent, or its right to do business is terminated; or
- C. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. The Builder's Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which shall be the responsibility of the Contractor. The Contractor shall maintain the Builder's Risk insurance until Final Acceptance of the Work by the Owner.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses required of the Owner's A/E as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 PROGRESS SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 10 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. Form of Progress Schedule: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed, subject to negotiation regarding cost and schedule impacts.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.

- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 - 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.

- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from the Owner's release of retainage.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, supplies, and all other facilities and incidentals necessary to perform the Work required by the Drawings, Specifications, and other

provisions of the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner's Representative in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to Owner's Representative: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner's Representative. Owner's Representative will issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as determined necessary, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents.

4.02 PROJECT RECORD

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record to Owner's Representative before Final Acceptance: Contractor shall submit the completed and finalized Project Record to Owner's Representative prior to Final Acceptance.
- D. Copies of Contract Documents: After award of the Contract, the Owner shall provide to the Contractor, without cost to the Contractor, the following sets of Contract Documents. All other sets

of the Contract Documents required by the Contractor or their subcontractors for the Project shall be obtained by the Contractor at the Contractor's sole cost.

- Executed Contract Documents with full size Drawings (24" x 36") – 1 set
- Unexecuted Contract Documents with reduced size Drawings (11" x 17") – 1 set
- Full size Drawings (24" x 36") – 2 sets

4.03 SHOP DRAWINGS

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to Owner's Representative by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings by Contractor: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Contractor's stamp of approval on any Shop Drawings or sample shall constitute a representation to the Owner that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or Contractor assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted to Owner's Representative without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for Owner's Representative review. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval of Shop Drawings by Owner's Representative: Owner's Representative will review, approve, or take other appropriate action on the Shop Drawings, but such review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item by Owner does not indicate approval of the assembly in which the item functions. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner's Representative has approved or taken other appropriate action. Owner's Representative shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings.
- D. Correction of Shop Drawings: Contractor shall make any corrections of Shop Drawings required by the Owner's Representative, and shall return the required number of corrected copies of Shop Drawings, and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner's Representative on previous submissions.

- E. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner's Representative shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner's Representative shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- F. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner's Representative approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- G. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to Owner's Representative for approval 2 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner's Representative and 2 sets shall be returned to Contractor. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Owner's Representative.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. Designer, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E or Owner, and A/E or Owner shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright, unless otherwise specified in the contract between the Owner and A/E. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein,

prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.

- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, scheduling, sequences, procedures, safety precautions and programs, and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, suppliers, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, and addenda, reviewed Shop Drawings, and permits and permit drawings.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay fees for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. Sales tax: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the State of Washington.
- E. Business License: Contractor shall maintain a current City of Bellevue Business License through the warranty period specified in the Contract Documents.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages: Contractor shall pay at least the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work, in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. The Contractor is also responsible for the payment of prevailing wages to workers, laborers, or mechanics of all subcontractors, of any tier. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages, as approved, on the Monthly Subcontractors List and Certifications form. For contracts between the Contractor and Owner with a Contract Sum in excess of \$10,000, copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages and/or Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:

1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss, including but not limited to those regarding work with trench shoring, traffic control, dust control, and noise pollution restrictions; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Contractor shall be liable for any non-compliance penalties or fines assessed by any such public bodies.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all safety records.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;

- b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
 - 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 - 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- I. Site specific safety plan: Prior to commencing any Work on-site, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the needs of the Project and to the types of hazards involved, and be in compliance with WISHA requirements. Contractor shall not begin any on-site Work until the site specific safety plan has been accepted by Owner.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials and equipment, to Owner-approved areas, and shall not unreasonably encumber the Project site or public right-of-way with materials or equipment that are not being used for the immediate work.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.
- G. Dust control: Contractor shall implement dust control measures on and around the Project site, as often as necessary to control dust for every calendar day of the Project. The Contractor shall not

permit sediment laden water to flow into the street storm drainage system. The Contractor shall clean sediment build up on the streets prior to Substantial Completion. The Owner shall determine whether Contractor is in compliance with this paragraph.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Not applicable

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall not subject any part of the Project to stresses or pressures that will endanger it. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner's Representative, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be asbestos free.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner. "Defective" describes Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test, or approval required by the Contract Documents, or has been damaged prior to approval of final payment.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Owner shall provide for all special inspections and testing of Work. Owner shall manage the special inspections and testing program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for quality control and quality assurance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Owner shall make arrangements for special inspections and testing as required by the public permitting authority and the Engineer, to be conducted by a qualified independent testing and inspections laboratory (TIA) acceptable to the appropriate public permitting authority, and shall bear all related costs of tests, inspections, and approvals. Contractor is not relieved of any responsibilities to accommodate special inspections and testing as required by the Engineer and the public permitting authority, and Contractor shall give TIA timely notice of when and where such required tests and inspections are to be made. TIA shall maintain complete inspection records and make them available to Owner, Contractor,

Engineer, and public permitting authority. TIA shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents.

- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. Owner's inspector: Apart from the TIA, Owner's Representative may appoint inspectors to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of the materials to be used. The inspectors are not authorized to revoke, alter, enlarge, or relax the provisions of the Contract Documents, nor to approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents. An inspector is placed on the Work site to review the Work and to keep the Owner's Representative informed as to the progress of the Work and the manner in which it is being done. The inspector shall also call the attention of the Contractor to any deviations from the Contract Documents, but failure of the inspector or Owner's Representative to call the attention of the Contractor to faulty Work, deviations from, or infringements upon the Contract Documents shall not constitute acceptance of said Work. The inspector has the authority to reject defective material and to suspend any Work that is being improperly done, subject to the final decision of the Owner's Representative. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the Owner's Representative, and such inspection duties may also be performed by the Owner's Representative.
- F. Owner visits to site: The Contractor shall provide access, at reasonable times, to the Owner's Representative and other agents of the Owner for observation of the Work, inspection, and testing. The Contractor shall provide proper and safe facilities for such access. The Owner's Representative and/or inspector will observe the progress and quality of the executed Work and

determine, in general, if the Work and Project is proceeding in accordance with the Contract Documents. Owner's Representative and/or inspector are not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The efforts of the Owner's Representative and/or inspector will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents. Neither observations by the Owner's Representative and/or inspectors, nor inspections, tests or approvals by persons other than the Contractor shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so, without cost to the Owner. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's

correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials, and other debris resulting from the Work. Before completing the Work, Contractor shall remove from the premises all waste materials, rubbish, debris, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- B. Provide names of Subcontractors and use qualified firms: No later than five (5) days after the Notice to Proceed date, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents.
- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds. Nothing in the Contract Documents shall imply any contractual relationship between any Subcontractor and the Owner.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and

2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor to indemnify Owner: Contractor shall indemnify and hold Owner, its officers, officials, employees and volunteers, and A/E harmless from any and all claims, injuries, demands, losses, damages, costs, or suits including attorney fees, arising out of or in connection with the performance of this Contract, and caused by or resulting from:
 1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;
 2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under Title

51 RCW, the Industrial Insurance Act, or any other employee benefit acts. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity as to Owner and A/E only, under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Indemnification section shall survive the expiration or termination of the Contract.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. Owner may permit Contractor to submit a retainage bond on an Owner provided form in lieu of the retained funds.

- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or the designated portion thereof and approved by Owner) for the use for which it is intended. All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.
- D. Adjustment in quantities or retain-age: Prior to final payment, the Owner will issue a Change Order reconciling any estimated quantities bid with actual quantities used during the performance of the Work, or adjustments in retain-age due to the assessment of Liquidated or Actual Damages, and the Contract Sum shall be adjusted accordingly.

PART 7 – CHANGES

7.01 CHANGES IN THE WORK

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as

provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.

- B. Owner may request Change Order Proposal from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Change Order Proposal negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Orders: The Owner may direct the Contractor to proceed with a change in the work through a written Field Order when the time required to price and execute a Change Order would impact the Project.

The Field Order shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Order work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal. The Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time for work performed by Contractor without authorization of an executed Change Order, except in an emergency as provided in Section 5.07G, and except as provided in Section 7.01F and Section 5.16B.
2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request

by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
- a. Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
 - b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

- 1. Breakdown and itemization of details on Change Order Proposal: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
- 2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
- 3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
- 4. Markups on Additive and Deductive Work: The cost of any Additive or Deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on Deductive changes in the Work. Where a change in the Work involves

Additive and Deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.

5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).
 - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.

- (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
- (1) Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
 - (2) The National Electrical Contractors Association for equipment used on electrical work.
 - (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:
- (1) 3% for Contractor: For Contractor, 3% of direct labor costs.
 - (2) 5% for Subcontractors: For Subcontractors, 5% of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, and schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.
 - (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and

- (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:

- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. Change Order Proposal requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
 - d. Insurance premiums: cost of insurance extended because of the delay;

- e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.
- E. Allowance for Time on previously executed Change Orders: Contractor shall not be allowed to request additional time based on previously approved Change Orders.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 - 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 - 2. Dates: The date on which facts arose which gave rise to the Claim;
 - 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 - 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 - 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 - 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 - 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 - 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and

9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
 1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may

occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;

16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;

5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor fails to maintain insurance: Contractor fails to maintain current insurance coverage as required in the Contract Documents;
 7. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 8. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminate Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:

1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
 2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated.
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in King County, Washington.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Bellevue Convention Center Authority
Elevator Modernization
2021-010
May 28, 2021

Section 00 72 00
**GENERAL CONDITIONS FOR
BELLEVUE CONVENTION CENTER AUTHORITY**

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

END OF SECTION

Note: These Modifications to the General Conditions are a part of and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Modifications to the General Conditions.

DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION: The following new subparagraph 4 is added to Section 3.07 A of the General Conditions:

4. Days allowed and liquidated damage amount: The Work shall be commenced on the effective date specified in the Notice to Proceed and shall be substantially complete within a period not to exceed one hundred twenty (120) calendar days. For failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay Owner \$5,000 for each calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is actually achieved.

DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION: The following sentence is added to the end of Section 3.07 B (Calculation of Actual Damages) of the General Conditions: "The Contractor must achieve Final Completion within 14 days following the date Substantial Completion is actually achieved."

PREVAILING WAGES: The following new paragraph H and I are added to Section 5.04 of the General Conditions:

- H. Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Washington State Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 8, 2021. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 11100 NE 6th Street, Bellevue, WA 98004. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Modernize the following, including all related work as defined in Attachment A Section 01900:
 - 1. Two geared traction passenger elevators, Cars 1-2.
 - 2. One hydraulic freight elevator, Car 4.
- B. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.
- C. Provide all required staging, hoisting, and movement of new equipment, reused equipment, or removal of existing equipment.
- D. Applicable conditions of Purchaser's General, Special, and Supplemental Conditions.
- E. Prime contracts are defined below and each is recognized to be a major part of required work to be performed concurrently in close coordination with work of other Contractors.
 - 1. This Contract: Elevator Modernization, including associated work specified in Attachment A Section 01900.
- F. Scope of Contract includes, but is not limited to, the following:
 - 1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
 - 2. Modernize or furnish and install equipment as specified utilizing existing and/or modified hoistways and machine rooms.
 - 3. Specific item of required work which cannot be determined to be included in another contract is thereby determined to be included in prime contract.

1.2 PRIME CONTRACTOR'S DUTIES

- A. Prime Contractor's duties include the following:
 - 1. Provide and pay for labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of required work.
 - 2. Pay for legally required sales, consumer, and state remodel taxes.
 - 3. Secure and pay for required permits, fees, and licenses necessary for proper execution and completion of required work, as applicable at time of quotation due date.
 - 4. Give required notices.
 - 5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of required work.
 - 6. Promptly submit written notice to Consultant of observed variance of Contract Documents from legal requirements.
 - 7. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

1.3 WORK SEQUENCE

- A. Construct work in stages. Description and proposed sequence dates are as listed on Bid Form Section 00 41 00.

1.4 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents, and Purchaser's specific instructions.
- B. Do not unreasonably encumber site with materials or equipment. Staging area will be located as directed by Purchaser.
- C. Do not load structure with weight that will endanger structure. Coordinate with Purchaser.
- D. Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.
- E. Move stored products which interfere with operations of building or the operations of other trades.
- F. Obtain and pay for use of additional storage or work areas needed for operations.

1.5 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION

- A. This project is a major elevator modernization in an existing building which is open for public business and will continue to operate throughout all phases of required work. It is essential that Contractor give special attention and priority to all matters concerning project safety, protection from dust and loose materials, reduction of noise level, protection from water and air infiltration into building, and maintenance of neat, slightly conditions in and around work areas inside and outside of building. Packaging, scrap materials, and demolition debris shall be promptly removed from building and site on a daily basis.
- B. At all times Contractor shall provide clearly visible warning and directions signs, barricades, temporary lighting, overhead protection, and hazard-free walking surfaces throughout public areas. At all times special attention must be given to building entrances, exits, and proper safe exiting through work areas as required by law.
- C. Contractor shall consult Purchaser and other Contractors to establish and maintain safe temporary routes including, but not limited to, proper barricades, walking surfaces, lighting, fire protection, exiting, warning and directional signs, and general protection of persons from all hazards in accordance with OSHA Standards due wholly or partially to its operations.

END OF SECTION

SECTION 00800 – SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITION OF TERMS

- A. Term ELEVATOR CONSULTANT or CONSULTANT as used herein refers to Lerch Bates Inc. (Lerch Bates).
- B. PURCHASER as used herein refers to Meydenbauer Center.
- C. The term CONTRACT or CONTRACT DOCUMENTS as used herein consists of the Agreement, Conditions of Contract, Specifications, Addenda, Drawings if included, and Alternates if accepted.
- D. CONTRACTOR or ELEVATOR CONTRACTOR as used herein refers to any persons, partners, firm, or corporation having a contract with Purchaser to furnish labor and materials for the execution of work required.
- E. CONTRACT AWARD as used herein refers to Purchaser's verbal or written award for work required.
- F. SUBCONTRACTOR as used herein refers to any persons, partners, firm, or corporation having a contract with Contractor to furnish labor and materials for the execution of work required.
- G. As used in these Contract Documents "provide" shall be understood to mean "furnish and install."
- H. As used in these Contract Documents "retain or reuse existing" shall be understood to mean restore existing components or parts to like-new condition.
- I. Words in the singular shall include the plural whenever applicable or context so indicates.
- J. All technical terms in these Contract Documents have their definition given in latest edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks ASME A17.1. and A17.2.

1.2 CONSULTANT'S STATUS

- A. Consultant shall act as Purchaser's and/or Building Management's representative on all matters pertaining to required work. Consultant shall interpret Contract Documents, analyze Contractor's quotations, review Contractor suggested alternates, review all submittals of Contractor, approve billings, review technical details and construction procedure, perform work progress reviews and review and test completed work for compliance with Contract Documents prior to acceptance of work by Purchaser.
- B. Field Review Scheduling: Schedule progress and final work reviews with Consultant. Reply promptly, in writing, to corrective work indicated on Consultant's progress and/or final review reports, indicating status and schedule for completion. Consultant anticipates scheduled site review appointments will be met. Contractor's price will be reduced to reimburse Consultant at its normal billing rates for appointments not kept or for additional follow up reviews required due to Contractor's gross non-compliance with previous review requirements.
- C. Contractor shall send all correspondence associated with the elevator modernization project to the Consultant. Consultant must be copied on all correspondence sent to the Purchaser.

- D. Consultant will not manage Contractor's staff or Subcontractors. The Contractor is expected to manage all of the work defined in these bid documents to ensure schedules are met and scope of work is completed in accordance with these documents.

1.3 CONTRACT

- A. Contract includes all engineering, labor, tools, and material required to complete the work in every respect. Contractor is cautioned to familiarize itself with existing site conditions and to include all incidental work that might occur or be required during the work. After Contract has been awarded, verbally or in writing, no extra charges will be allowed for any labor or material necessary to complete required work whether exactly described in these specifications herein or not, as long as such work, labor, and material are required to accomplish desired effect and results.
- B. Any discrepancies or ambiguities found in Contract Document or drawings shall be reported to the Consultant prior to Contractor's quotation submittal.

1.4 MEASUREMENTS AND DRAWINGS

- A. Drawings or measurements included with Contract Documents are for convenience of Contractor. Complete responsibility for detailed dimensions lies with Contractor. Contractor shall verify all dimensions with the actual on site conditions. Where work of Contractor is to join another trade, Contractor's shop drawings shall show actual dimensions and method of joining work of those trades.

1.5 CODES AND ORDINANCES

- A. All work covered by these Contract Documents is to be done in full accord with national code, state and local codes, ordinances, and elevator safety orders as are in effect at time of Contract award. All requirements of local Building Department and fire jurisdiction are to be fulfilled by Contractor and its Subcontractors.

1.6 CONTRACTOR'S INSURANCE

- A. Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance with statutory limits set by the State of Washington laws for protection of its employees.
- B. Contractor shall carry a comprehensive general liability policy including completed operations blanket contractual broad form property damage, and Purchaser's and Contractor's protective liability in a casualty or liability insurance company acceptable to Purchaser. Insurance policy shall fully protect Contractor, its Subcontractors, Purchaser, and Consultant from all loss and liability.
- C. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation naming indemnified parties as additional insured. Said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless Purchaser is given thirty days' notice, in writing, of the intention of said insurer to cancel or change any such policy. In the event Property is owned by a joint venture or other multi-party entity, all joint venture partners or parties with an equity interest in the ownership shall be named as additional insureds. Contractor's insurance shall be primary to any applicable loss. With Purchaser's prior approval, an Owners and Contractors Protective Liability (OCPL) Policy may be substituted for commercial general liability coverage. Please refer to the attached appendix that states the project-specific insurance requirements.

- D. Contractor shall file with Purchaser a certificate of insurance from its insurance company, stating that such insurance is being carried and that Purchaser will be notified at least ten days prior to any cancellation of said insurance.

1.7 PURCHASER INSURANCE

- A. Purchaser's insurance policy covers work and equipment in place in building and approved and accepted by Consultant and Purchaser. All material and equipment stored on site and not actually installed is not included in Purchaser's policy and such material and equipment shall be covered under Contractor's Property Damage Insurance.

1.8 TAXES, OLD AGE PENSIONS, AND UNEMPLOYMENT INSURANCE

- A. Contractor's bids for required work, materials and equipment shall include all local, state, and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old age pensions, unemployment insurance contributions, and any other similar taxes and contributions in effect at time of award of Contract, verbally or in writing. Contractor shall be liable for aforementioned taxes whether or not specifically included in his quotation or in final Contract Document. In event additional sales or use taxes are imposed after award of Contract, such sales or use taxes are to be paid, in addition to original Contract amount, by Purchaser to Contractor, who in turn is to pay them to proper authorities. Reciprocally, if any of above mentioned taxes or contributions in effect at time of award of Contract should be revoked before consummation of Contract, Contractor shall rebate Purchaser amount of taxes included in original quotation and Contract. Where required by law, amount of the tax is to be specifically stated in Contractor's quotation; however, failing to do so will not relieve Contractor from responsibility for assumption of these taxes.

1.9 LABOR LAWS

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

1.10 PATENTS

- A. Contractor shall save and hold harmless Purchaser and its officers, agents, servants, employees, and Consultant from liability of any nature or kind on account of any patented or unpatented invention, process, article, or appliance manufactured or used in performance of Contract, including its use by Purchaser including all cost and expenses for defending any suits unless otherwise specifically stipulated in Contract Documents.
- B. Licenses which may be required for completion of required work are to be obtained and paid for by the Contractor.

1.11 ASSIGNMENTS

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

1.12 ADVERTISING

- A. Advertising privileges will be retained by Purchaser. It is the duty of Contractor to keep premises free from posters, signs, decorations, etc., unless specifically approved by Purchaser.

1.13 PROTECTION OF WORK AND PROPERTY

- A. Contractor shall be responsible for developing, implementing, maintaining, and supervising all safety programs in connection with the work and the Project site to the complete satisfaction of Purchaser's Project Manager. Contractor shall be responsible for taking all reasonable precautions to prevent injury or death to persons or damage to property, including but not
- B. limited to strict adherence to the Purchaser's Contractor Safety Guidelines. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Purchaser property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of the Purchaser. Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Design of barricades in public areas shall be approved by Purchaser prior to fabrication and installation.
- C. If Contract includes work which would be disruptive during normal business operations, or would be dangerous to building occupants, said work shall be performed during hours as building management dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel, or hoisting equipment over occupied portions of the building, or performing tests requiring all elevators in a group. Contractor shall perform such work during off-hours and shall include all costs in its bid.
- D. Contractor shall install a suitable protective covering on all finished floors whether marble, wood, carpet or other, in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.
- E. Portable fire extinguishers shall be provided throughout Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers will remain property of Contractor.
- F. Contractor shall at all times maintain work areas, so all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.
- G. Contractor shall strictly supervise any welding, metal cutting or other operations employing open flame work. All welding and cutting equipment shall be safely arranged and all combustibles in vicinity of any work being performed shall either be removed or protected by a noncombustible cover. Welding or cutting shall be attended by an assistant or fire watchman who is equipped with at least one 2A-20BC rated multi-purpose dry chemical fire extinguisher. Fire watchman will maintain strict surveillance during entire welding or cutting operation and extinguish flying sparks or burning slag. After welding or cutting operation fire watchman shall thoroughly search entire area for remnants of smoldering materials before he is released from his duty. Any welding or other operation employing open flame in any portion of building shall be scheduled with and receive approval of Purchaser.
- H. Contractor shall keep noise level below 80 dBA level during normal building hours. When it is necessary to produce noise above this level, Contractor shall advise building management of such needs and times will be scheduled as directed. The Contractor shall anticipate and schedule excessive noise-generating procedures and include allowance for same in its quotation and schedule.

1.14 HAZARDOUS MATERIALS.

- A. No asbestos-containing material, heavy metal-containing paints/coating, or PCB-containing materials shall be specified or used in construction including, but not limited to, building materials, production processes and equipment, and utilities and other support processes and equipment. Contractor shall communicate and enforce this prohibition with subcontractors and suppliers, and shall provide a written certification at completion of construction to Purchaser confirming that no asbestos-containing material, heavy metal-containing paints/coating, or PCB-containing materials were specified or used in construction of the Project.
- B. The identification, notification, removal, and disposal of asbestos containing material, PCBs, lead, or other hazardous substances is the responsibility of Purchaser.
- C. If, during the course of performance of the work, Contractor, any of its employees or subcontractors encounter or become aware of any environmentally related issues including, but not limited to:
 - 1. the release or substantial threat of release of a hazardous substance,
 - 2. the discovery of materials or substances of unknown origins on or under the premises,
 - 3. the discovery of any underground storage tank,
 - 4. and/or similar occurrences, then Contractor or such employee or subcontractor shall immediately notify Purchaser's Project Manager, Purchaser's Environmental Engineer at Purchaser's corporate headquarters as well as Contractor's representative. With the exception of appropriate emergency actions necessary to prevent or contain the spread of hazardous substances, Contractor shall not take any action in respect of such environmentally related issue without first obtaining both verbal and written authorization from Purchaser's Project Manager.
- D. Indemnification: Contractor shall indemnify and hold harmless Purchaser, its divisions and subsidiaries, their officers, directors, agents, employees and representatives from every claim, damage, loss, liability, action or cause of action, complaint, or suit, whether or not groundless or fraudulent, for bodily injury, sickness, disease or death or damage to property arising out of any breach of its obligations to comply with Purchaser's environmental procedures.
- E. Purchaser shall indemnify and hold harmless Contractor, subcontractors, and consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and provided that such damage, loss or expense is not caused in part or in whole by the negligence of a party seeking indemnity.
- F. Additional Costs: If, without negligence on the Contractor's part, Contractor is held liable for the cost of remediation of a hazardous material or substance not related to the work but solely by reason of performing work as required by the Contract Documents, Purchaser shall indemnify Contractor for all cost and expense thereby incurred.

1.15 ACCIDENT REPORTS

- A. In the event of accidents of any kind, Contractor shall furnish Purchaser with copies of all accident reports. Reports shall be sent without delay and at same time that they are forwarded to any other parties.

1.16 STORAGE OF MATERIALS

- A. Contractor shall confine storage of materials on job site to limits approved by Purchaser and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load.

1.17 REMOVAL OF EQUIPMENT AND RUBBISH

- A. Contractor shall remove and properly dispose of all rubbish as fast as it accumulates including all existing parts and components not retained, keeping building and premises clean during progress of work and leave premises at completion in a condition acceptable to the Purchaser. All parts and components not retained shall become property of Contractor.

1.18 MATERIALS AND WORKMANSHIP

- A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of Consultant. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

1.19 SUPERVISION

- A. Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for project satisfactory to Purchaser and Consultant. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

1.20 SUBCONTRACTORS

- A. Prior to the Commencement of the work at the Project site Contractor shall furnish to Purchaser in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. As soon as practicable thereafter, Purchaser shall notify Contractor in writing whether or not Purchaser objects to any such proposed subcontractor. If Purchaser fails to promptly notify Contractor of such an objection, there shall be no such objection. Once Purchaser has given Contractor written notice of Purchaser's objection, Contractor shall not subcontract to the person or entity to whom the objection has been made. However, Contractor shall not be required to contract with a person or entity to whom Contractor has a reasonable objection. If Contractor has relied upon the bid or proposal of a subcontractor which Contractor, in good faith, believes is fully qualified to perform that portion of the work and Purchaser objects to the subcontractor upon whose bid or proposal Contractor has relied, then Contractor shall submit a substitute subcontractor to whom Purchaser has no objection. The Price shall be increased or decreased by the difference in cost occasioned by the substitution and the appropriate Change Order issued if the increase is accepted by Purchaser.
- B. Contractor shall employ each subcontractor with a written subcontract document such that each subcontractor is bound to Contractor by the terms of the Contract Documents and assumes toward Contractor all of the obligations and responsibilities which Contractor assumes toward Purchaser under the Contract. Contractor's agreement with each of its subcontractors shall preserve and protect the rights of Purchaser under the Contract Documents as to the portion of the work assigned to each subcontractor and the subcontracting of the portion of the work shall not diminish the rights of Purchaser as to Contractor and those that Contractor has against Purchaser.
- C. If schedule modifications, not solely caused by Contractor, shall result in overtime work, Contractor agrees to pay in accordance with Subcontractor's standard charges for premium

time. Contractor's standard labor rates are acceptable for work required outside of the scope of the agreement during overtime, but maximum markups outlined herein shall be maintained.

1.21 ROUTINE BUSINESS

- A. After award of Contract, all business relating to required work shall be transacted through Consultant, unless otherwise directed.

1.22 CHANGES AND EXTRA WORK

- A. Purchaser may at any time make changes to Contract Documents, plans and drawings, omit work, or require additional work by Contractor. For such additional work performed hereunder, Purchaser shall pay Contractor on the basis of a mutually agreed lump sum. Contractor shall make no additions, changes, alterations, or omissions, or perform extra work, without receipt of written authorization of Purchaser.
- B. Changes or modifications shall be agreed upon in writing, including prices and schedule adjustment, prior to the commencement of work covered by changes or modifications.

1.23 PAYMENTS

- A. Unless otherwise agreed, Contractor shall submit monthly applications for payment together with necessary data, information, waivers, and affidavits to Consultant. Consultant shall review data for accuracy and forward such applications to Purchaser for payment. Information shall be submitted with payment request and work progress forms included at the end of this section as Appendix A.
- B. Purchaser shall furnish Contractor with 20% of the contract value prior to the start of manufacturing.
- C. Applications for payments are to cover 90% of the value of labor performed and material delivered during the preceding month or materials delivered to Contractor's storage facility.
- D. Balance (retention) shall be paid by Purchaser upon final acceptance of entire work by Consultant and Purchaser and after performance guarantees have been satisfactorily demonstrated. See Section 01700, Article 1.2, D-G.
- E. Contractor shall promptly pay each subcontractor, upon receipt of payment from Purchaser, out of the amount paid to Contractor on account of such subcontractor's portion of the work, the amount to which each subcontractor is entitled, reflecting percentages actually retained from payments to Contractor on account of the subcontractor's portion of the work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner. Purchaser shall not have an obligation to pay or see to the payment of money to a subcontractor except as may otherwise be required by Law.
- F. Prevailing Wage Forms: Submit Statement of Intent to Pay Prevailing Wages form, approved by the Department of Labor and Industries, prior to commencing the Work (see Part 5.04B of the General Conditions). The Owner will not make payment on an Application for Payment until the Contractor has filed with the Owner an approved copy of the form for the Contractor and every Subcontractor of every tier that performed work during the payment period and are included in an Application for Payment. The form shall list every classification of laborer, worker, or mechanic employed by the Contractor and its Subcontractors. **THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.** These forms shall be amended as necessary to reflect the addition or subtraction of personnel on the jobsite.

1. The website address link to the prevailing wage forms is
<https://www.lni.wa.gov/TradesLicensing/PrevWage/FormPub/default.asp>
2. The website address link to the "Washington State Prevailing Wage Rates for Public Works Contracts" is included in Section 00-72-10

1.24 PAYMENT WITHHELD

- A. Purchaser and/or Consultant may withhold approval of payment on any Contractor request to such extent as may be necessary to protect Purchaser from loss on account of:
 1. Believed negligence on part of Contractor to execute the work properly or fail to perform any provision of Contract. Purchaser, after 30 days' written notice to Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct its cost from the overall Contract sum.

2. Claims filed or reasonable evidence indicating probable filing of claims by other Contractors or Subcontractors.
3. Failure of Contractor to make proper payments to its material suppliers or Subcontractors for material and labor.
4. A reasonable doubt that required work can be completed by Contractor for balance then unpaid or in Contract time frame.
5. Contractor's damage to building or another Contractor.

B. When the above grounds are removed, payment shall be made in full, less retention.

1.25 LIENS AND AFFIDAVITS

- A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to Purchaser a complete release of all liens arising out of this Contract or receipts marked paid in full in lieu thereof. In addition, Contractor shall furnish an affidavit to Purchaser that, so far as he has knowledge or information, releases, or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by Purchaser, Contractor shall refund to Purchaser all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.26 CLAIMS FOR EXTRA COST

- A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Consultant in writing within a reasonable time after such additions or changes identified or are requested and in any event before proceeding with required work. No such claim shall be valid unless so made. Maximum charge for additions/changes to work shall be Contractor cost +10% for overhead and profit. Contractor's cost shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc.

1.27 DELAYS AND EXTENSION OF TIME

- A. If Contractor progress is delayed due to acts of Purchaser or Consultant, acts of other Contractors, fire, floods, strikes or other casualties beyond the control or without fault or negligence of Contractor, time for completion of the work shall be extended for a period determined by Consultant to be equivalent to time of such delay. Contractor must notify Consultant, in writing, of such delay within 48 hours after delay commences, or no extension of time will be granted. Extension of time without written request within said period on one or more occasions shall not be deemed a waiver of provisions of this article.

1.28 PERMITS

- A. Contractor shall obtain and pay for or cause its Subcontractor to obtain and pay for all permits required to complete required work. In addition, Contractor shall arrange, schedule, and pay for or cause its Subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required Purchaser utilization permits in regard to completed work.

1.29 AGREEMENT CANCELLATION

- A. Purchaser may, by written notice to Contractor, terminate the Contract in whole or in part at any time, for convenience or because of the failure of Contractor to fulfill its contractual obligations. Upon receipt of a notice of termination, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to Purchaser copies of all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the work whether

completed or in process. If the Contract is terminated Contractor shall assign to Purchaser all purchase orders, subcontracts and agreements requested by Purchaser. If the termination is for the convenience of Purchaser, an equitable adjustment in the compensation of Contractor shall be made, but no amount shall be allowed for anticipated profit, unperformed services, or intangibles. If the termination is due to the failure of Contractor to fulfill its contractual obligations, Purchaser shall be compensated by Contractor for any losses or costs Purchaser incurs by virtue of this termination for failure to perform.

- B. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- C. If the Contract is cancelled, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of services to Purchaser or another Contractor designated by Purchaser without detriment to rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to Purchaser all reports, records, as-built wiring diagrams, portable electronic diagnostic devices, access codes, and other materials and documentation related to and required to facilitate services required by this Agreement. Purchaser shall withhold payments due Contractor until receipt of required information and devices.
- D. In the event of termination for any reason, Purchaser agrees to pay Contractor the proportional contract value of work performed including contract value of materials in process of fabrication, in transit, stored at jobsite, or in Contractor's possession.

PART 2 - SPECIAL CONDITIONS

2.1 PROGRESS OF WORK

- A. Upon award, verbally or in writing, Contractor shall reconfirm in writing, starting and completion schedule including equipment delivery dates based upon the information submitted on its bid form.
- B. Contractor shall submit in writing monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

END OF SECTION

SECTION 01030 – ALTERNATES

PART 1 - GENERAL

1.1 SCOPE

- A. Provide material and labor required for complete execution of accepted alternates. Comply with all provisions of the Contract Documents.
- B. Alternates:
 - 1. Provide costs and plan based on working a 50-hour work week throughout the entire modernization, while maintaining one passenger elevator in normal operation throughout the project.
 - 2. Increase the speed of the hydraulic freight elevator 4 from 50fpm to 100fpm.
 - a. Verify all code required clearances to accommodate 100 fpm.
 - b. Determine power requirements.
 - c. Design to fit power unit and controls in existing machine room.
 - d. Verify jack and oil line pressures will not exceed 400 psi.
 - e. Inclusive of all necessary related work including any electrical upsizing.
 - 3. Provide five-year continuing maintenance proposal for Elevators 1, 2, 4, and 5.

END OF SECTION

SECTION 01040 – PROJECT PROCEDURES

PART 1 - GENERAL

1.1 APPLICABLE CODES

- A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following codes, laws, and/or authorities, including revisions and changes in effect:
 - 1. Safety Code for Elevators and Escalators, ASME A17.1
 - 2. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
 - 3. Elevator and Escalator Electrical Equipment, ASME A17.5
 - 4. National Electrical Code, NFPA 70
 - 5. Americans with Disabilities Act, ADA
 - 6. Local Fire Authority
 - 7. Washington Administrative Code, WAC

1.2 STAGING AREA

- A. An equipment staging area will be available for use by Contractor. Contractor shall restrict usage to area designated and shall notify Purchaser/Property Management prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Do not store such equipment until approval is received.

1.3 WORK PHASE

- A. See Bid Form.

1.4 OCCUPANCY AND WORK BY OTHERS

- A. Contractor will afford other Contractors and their workmen reasonable opportunity for introduction and storage of materials and equipment, for execution of their work, and will properly connect and coordinate its work with theirs. Contractor will also incorporate comparable provisions in all its subcontracts.
- B. Contractor declares that other Contractors employed by Purchaser on basis of separate contracts may proceed at such times as necessary to install items of work required by Purchaser.
- C. Contractor declares that it will cooperate with other Contractors employed by Purchaser and, in addition to other coordination and expediting efforts, will coordinate their work by written notices regarding necessity of such work to be done on or before certain dates.
- D. Contractor declares that it is responsible for review, stamped, and signed approval of all shop drawings for required work.
- E. Contractor hereby declares that content of foregoing paragraphs and influence they may have on project:
 - 1. Shall not cause a change in stipulated Contract Sum.
 - 2. Shall not cause a change in Construction Time Schedule.

END OF SECTION

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Within 45 calendar days after award of contract and before beginning equipment fabrication submit shop drawings, and required material samples for review. Allow thirty days for response to initial submittal.
 - 1. Scaled or Fully Dimensioned Layout: Plan of pit, hoistway, and machine room indicating equipment arrangement.
 - 2. Details of car/hall signal fixtures and lobby panel.
 - 3. Design Information: Indicate equipment lists, reactions, and design information on layouts.
 - 4. Power Confirmation Information: Design for existing conditions.
 - 5. Fixtures: Cuts, samples, or shop drawings.
 - 6. Finish Material: Submit 3" x 12" samples of actual finished material for review of color, pattern, and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include, if requested, signal fixtures, lights, graphics, Braille plates, and detail of mounting provisions.
 - 7. Design Information: Provide calculations verifying the following:
 - a. Adequacy of existing electrical provisions.
 - b. Adequacy of retained equipment relative to code requirements if car weight increased by more than 5%.
 - c. Machine room heat emissions in BTU.
 - d. Adequacy of existing retained elevator machine beams.
 - e. Adequacy of existing car platform structure for intended loading.
 - f. Adequacy of plunger wall thickness for intended loading.
 - 8. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
- B. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.
- C. Acknowledge and/or respond to review comments within fourteen calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal. Contractor's revision response time is not justification for equipment delivery or installation delay.

1.2 FINAL CONTRACT DOCUMENTS

- A. See Section 01700, Project Closeout.

END OF SECTION

SECTION 01600 – MATERIAL AND HANDLING

PART 1 - GENERAL

1.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.
- D. Allocate available site storage areas and coordinate their use with Purchaser and other Contractors.
- E. Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open.

1.3 INSTALLATION REQUIREMENTS

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Machine room equipment, hoistway equipment including guide rail brackets and pit equipment.
 - 3. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.

1.4 MANUFACTURER'S NAMEPLATES

- A. Manufacturer's name plates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to Underwriter's Laboratories and code required labels.

- B. Each major component of mechanical and electrical equipment shall have identification plate with the Manufacturer's name, address, model number rating, and any other information required by governing codes.

1.5 COLORS OF FACTORY-FINISHED EQUIPMENT

- A. All colors will be selected from the Manufacturer's standard range unless custom colors are specified herein.
- B. Submit samples of all standard colors available and/or specified custom colors for review and approval. See Section 01300, Submittals
- C. Submit samples of all specified architectural metals specified for review and approval. See Section 01300, Submittals.

1.6 MATERIALS AND FINISHES

- A. Steel:
 - 1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
 - 2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
 - 3. Structural Steel Shapes and Plates: ASTM A36.
- B. Stainless Steel: Type 302 or 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.
 - 1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in longest dimension.
 - 2. No. 8 Mirror: Reflective polish finish with no visible graining.
- C. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.
- D. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" \pm 0.005" thick, color and texture as follows:
 - 1. Exposed Surfaces: Color and texture selected by Architect.
 - 2. Concealed Surfaces: Contractor's standard color and finish.
- E. Fire-Retardant Treated Particle Board Panels: Minimum 3/4" thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with local authorities for elevator finish materials.
- F. Natural Finish Wood Veneer: Standard thickness, 1/40" thoroughly dried conforming to ASME/HPMA HP-1983, Premium Grade. Place veneer, tapeless spliced with grain running in direction shown, belt and polish sanded, book-matched. Species and finish designated and approved by Architect.
- G. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.

- H. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.
- I. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.
- J. Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Regrain or finish as specified and protect as indicated for particular metal type.

END OF SECTION

SECTION 01700 – FINAL CONTRACT COMPLIANCE REVIEW

PART 1 - GENERAL

1.1 FINAL CLEANING

- A. See Section 00800, Supplemental Conditions, for contractual requirements governing site cleaning. As a minimum:
 - 1. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust. Include walls, building beams, sill ledges, and hoistway divider beams.
 - 2. Care shall be taken by workpersons not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
 - 3. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.

1.2 CONSULTANT'S FINAL OBSERVATION AND REVIEW REQUIREMENTS

- A. Review procedure shall apply for individual elevators, portions of groups of elevators and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Contractor's tests are complete and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
- C. Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant five working days in advance when ready for final review of elevator or group of elevators.
- D. Consultant's written list of observed deficiencies of materials, equipment and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:
 - 1. Workmanship and equipment compliance with Contract Documents.
 - 2. Contract speed, capacity, floor-to-floor, and door performance comply with Contract Documents.
 - 3. Performance of following is satisfactory:
 - a. Starting, accelerating, running.
 - b. Decelerating, stopping accuracy.
 - c. Door operation and closing force.
 - d. Equipment noise levels.
 - e. Signal fixture utility.
 - f. Overall ride quality.
 - g. Performance of door control devices.
 - h. Operations of emergency two-way communication device.
 - i. Operations of firefighters' service.
 - j. Operations of special security features and floor lock-off provisions.
 - k. Completion of related work.
 - 4. Test Results: In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Purchaser and Consultant.

- E. Performance Guarantee: Should Consultant's review identify defects, poor workmanship, variance, or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of Purchaser and Consultant at no cost as follows:
 - 1. Replace equipment that does not meet code or Contract Document requirements.
 - 2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
 - 3. Perform retesting required by Governing Code Authority, Purchaser and Consultant.
- F. A follow-up final contract compliance review shall be performed by Consultant after notification by Contractor that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Contractor considers complete. If additional reviews are required due to Contractor's gross non-compliance with initial and follow-up deficiency reports, Consultant shall bill Contractor at normal billing rates plus expenses, and Contractor acknowledges it will pay for additional compliance reviews.

1.3 PURCHASER'S INFORMATION

- A. Provide two sets of written information necessary for proper maintenance and adjustment of equipment within thirty days following final acceptance. Final retention will be withheld until data is received by Purchaser and reviewed by Consultant. Include the following as minimums:
 - 1. Final elevator layouts.
 - 2. Straight-line wiring diagrams of "as-installed" elevator circuits with index of location and function of components. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Purchaser's property.
 - 3. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
 - 4. Complete software documentation for all installed equipment.
 - 5. Lubrication instructions including recommended grade of lubricants.
 - 6. Parts catalogs for all replaceable parts, including Contractor's identifying numbers, ordering forms, and instructions.
 - 7. Maintenance and adjustment instructions explaining areas to be addressed, methods and procedures to be used, and specified tolerances to be maintained for all equipment.
 - 8. Diagnostic test devices together with all supporting information necessary for interpretation of test data and troubleshooting of elevator system, and performance of routine safety tests.
 - 9. Provide upgrades and/or revisions of software during the progress of the work, warranty period, and the term of the ongoing maintenance agreement between the Purchaser and Contractor.
- B. Provide diagnostic tool used for troubleshooting, diagnostics, performance of tests, and parameter adjustments. Provide any necessary interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
- C. Provide four sets of keys for all switches and control features properly tagged and marked.
- D. Acceptance of such records by Purchaser/Consultant shall not be a waiver of any Contractor deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with Contract Documents.

END OF SECTION

SECTION 01800 – MAINTENANCE

PART 1 - GENERAL

1.1 INTERIM MAINTENANCE

- A. Furnish preventive maintenance service on elevators described herein for a period from notice to proceed, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventive maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined in Item 1.2 below, is commenced. Cost of interim maintenance shall not be included as part of modernization quotation. Indicate costs on a per-unit basis for interim maintenance as requested on quotation form, Section 00310. Costs for interim maintenance shall be paid by Purchaser separately and monthly based upon the number of units in service. Perform interim maintenance based upon terms and conditions of Section 14325.
- B. Use competent personnel, acceptable to Purchaser, employed and supervised by the Contractor.

1.2 WARRANTY MAINTENANCE

- A. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance by Purchaser. Warranty maintenance should expire for concurrently for all elevators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
- B. Use competent personnel, acceptable to the Purchaser, supervised and employed by Contractor.
- C. Purchaser retains the option to delete cost of warranty maintenance from new equipment contract and remit twelve equal installments directly to Contractor during period in which maintenance is being performed.
- D. Warranty maintenance to be performed per the terms of specification Section 14325.

1.3 ALTERNATE 3 - CONTRACT PREVENTIVE MAINTENANCE

- A. Quote monthly cost for five-year Preventive Maintenance Agreement commencing upon completion of the warranty period specified in Item 1.2 A. above. Submit quote based upon terms and conditions of the Preventive Maintenance Agreement, Section 14325.
- B. Base quotation on present labor and material cost. Price adjustment will be made at Agreement commencement date and thereafter as provided in Agreement.
- C. Use competent personnel, acceptable to the Purchaser, employed and supervised by Contractor.

END OF SECTION

SECTION 01900 – RELATED WORK

PART 1 - GENERAL

1.1 RELATED WORK BY CONTRACTOR

- A. Hoistway and Pit:
 - 1. Cutting and patching walls.
 - 2. Provide new pit ladders that extend 48" above the entry sill, are 16" wide, have a minimum 4.5" clearance from the back of the ladder to any structure or objects behind the ladder, and have horizontal rungs spaced 12" apart.
 - 3. Protect open hoistways and entrances during modernization per OSHA Regulations.
 - 4. Protect car enclosure, hoistway entrance assemblies, and special metal finishes from damage.
 - 5. Cover and seal existing hoistway venting.
 - 6. Elevators 1 and 2: Remove existing sprinklers and associated heat detectors from top of hoistway and in pit.
 - 7. Pit lighting must be minimum 10 ftc pit outlet must be GFCI A17.1.2.2.5.1.
- B. Machine Room and Machinery Spaces:
 - 1. Remove/Seal the existing mechanical vents and louvers, thermostat, and associated wiring.
 - 2. Provide new independent split HVAC system capable of maintaining the temperature range. Provide a thermostat to control the independent system to maintain the temperature, sizing the system based on the estimated heat output provided by the Elevator Contractor to maintain the temperature range between 55° and 90° Fahrenheit during all operating conditions. Maintain maximum 80% relative humidity, non-condensing Provide necessary protection of existing roof where external units are mounted, and seal all penetrations on the roof and into the machine room.
 - 3. Relocate power connection of mainline disconnect to new controllers.
 - 4. Machine room lighting must be minimum of 19 ftc A17.1.1.7.3.1.
 - 5. Relocate fire control signals to new controllers.
 - 6. Relocate car lighting circuit to new controllers.
 - 7. Heat detectors for shunt trip activation must be monitored at fire control panel. WAC 296-96-0248(1)(a) and NFPA 72 6.4.4.
 - 8. Spare breakers are not allowed in machine room.
 - 9. Minimum of 7'-0" overhead clearance in machine room A17.1.2.7.4.1.
- C. Electrical Service, Conductors, and Devices:
 - 1. Replace existing cab light switches with new 15 amp lockable circuit breakers in machine room.
 - 2. Provide additional lockable circuit breakers as necessary for Elevator Contractor's equipment, including the specified seismic switch.
 - 3. Automatic Fire Recall System:
 - a. Modify existing building fire panel, upgrading system to provide three relay activation modules.
 - 1) PRIMARY: Activate when any hallway device, except primary floor, activates.
 - 2) ALTERNATE: Activate when hallway device at primary floor activates.
 - 3) FIRE HAT: Activate when machine room device activates.
 - b. Provide technician from fire alarm contractor for pre-test of system outside of normal building hours, defined as 7:00 a.m. to 6:00 p.m., Monday through Friday.
 - c. Provide technician from fire alarm contractor for acceptance test of system with AHJ outside of normal building hours.

- d. Add or remove other fire alarm initiating devices as required in machine room, hoistway and lobbies.
 4. Internet access to each machine room for off-site web access to monitoring system.
 5. Firefighters' announcement speaker in car with connection to individual elevator control panels in elevator machine room and elevator control panel in firefighters' control room.
 6. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler system if sprinklers are not removed. Provide heat detectors, shunt trip breaker and all necessary equipment.
 7. When sprinklers are provided in the hoistway all electrical equipment, located less than 4'-0" above the pit floor shall be identified for use in wet locations. Exception: Seismic protection devices.
 8. Key fob proximity readers, elevator contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
 9. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
 10. Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.
- D. Standby Power Provision:
1. Standby power of normal voltage characteristics via normal electrical feeders to run each elevator at full-rated car speed and capacity.
 2. Conductors from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated elevator control panel in each elevator group and/or single elevator unit to indicate utility or standby power active.
 3. Conductors from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated elevator control panel in each elevator group and/or single elevator unit. Provide a time delay of 30-45 seconds for pre-transfer signal in either direction.
 4. Standby single-phase power to each elevator controller for car lighting, exhaust blower, emergency signaling device, intercom amplifier.
 5. Means for absorbing regenerated power during an overhauling load condition per NEC 620.91.
 6. Standby power to machine room ventilation or air conditioning.
 7. Standby power to emergency communications devices.

END OF SECTION

SECTION 14220 - ELECTRIC TRACTION ELEVATOR MODERNIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Two geared traction passenger elevators, Cars 1 and 2.
- B. All engineering, equipment, labor, and permits required to satisfactorily complete elevator modernization required by Contract Documents.
- C. Applicable conditions of General, Special, and Supplemental Conditions, Division 1, and all sections listed in Contract Documents "Table of Contents."
- D. Preventive maintenance as described in Section 01800 and Section 14325 herein.
- E. Additional equipment or finishes furnished under other sections, installed under this section:
 - 1. Building announcement speakers
 - 2. Elevator security devices, control unit, mounting brackets, wiring materials, logic circuits, security system interface terminals, boxes, and relays.
 - 3. In-car firefighters' telephone jacks
- F. Cartage and Hoisting: All required staging, hoisting, and movement to, on, and from the site including new equipment, reused equipment, or dismantling and removal of existing equipment.
- G. Unless specifically identified as "Reuse," "Retain," or "Refurbish," provide new equipment.
- H. Protective barriers between cars in normal operation and adjacent cars in the modernization process. Full depth and height of hoistway.
- I. Hoistway, pit, and machine room barricades as required.

1.2 RELATED WORK PROVIDED UNDER OTHER SECTIONS

- A. See Section 01900, Related Work Provided Under Other Sections.

1.3 DEFINITIONS

- A. Terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1.
- B. Reference to a device or a part of the equipment applies to the number of devices or parts required to complete the installation.
- C. Provisions of this specification are applicable to all elevators unless identified otherwise.

1.4 QUALITY ASSURANCE

- A. Qualified Contractors: Alternate Contractors must receive approval of Architect, Purchaser, and/or Consultant at least 14 days prior to bid date.
- B. Approved Contractors:
 - 1. ELTEC Systems Inc., Fujitec America, Inc., KONE, Inc., Otis Elevator Company, Schindler Elevator Corporation, TK Elevator.

2. Alternate Contractors must receive approval of Purchaser at least 14 calendar days prior to bid date.
 - C. Compliance with Regulatory Agencies: See Section 01040, Project Procedures.
 - D. Warranty:
 1. Material and workmanship of installation shall comply in every respect with Contract Documents. Correct defective material or workmanship which develops within one year from date of final acceptance of all work to satisfaction of Architect, Purchaser and Consultant at no additional cost, unless due to ordinary wear and tear or improper use or care by Purchaser. Perform maintenance in accordance with terms and conditions indicated in the Preventive Maintenance Agreement.
 2. Defective is defined to include, but not be limited to: Operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration, or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise, or vibration, and similar unsatisfactory conditions.
 3. Retained Equipment: All retained components, parts, and materials shall be cleaned, checked, modified, repaired, or replaced so each component and its parts are in like new operating condition. Retained equipment must be compatible for integration with new systems. All retained equipment shall be covered under the warranty provisions, of Article 1.4 D. 1. and 2. above. No prorations of equipment or parts shall be allowed on preventive maintenance contract, Section 14325, between the Contractor and Purchaser.
 4. Make modifications, requirements, adjustments, and improvements to meet performance requirements of Sections 01700 and 14220.
- 1.5 DOCUMENT AND SITE VERIFICATION
- A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents and site conditions for compatibility with its product prior to submittal of quotation. Review existing structural, electrical, and mechanical provisions for compatibility with Contractor's products. Purchaser will not pay for change to structural, mechanical, electrical, or other systems required to accommodate Contractor's equipment.
- 1.6 SUBMITTALS
- A. See Section 01300, Submittals, and Section 01700, Final Contract Compliance Review, Article 1.3.
- 1.7 PERMIT, TEST, AND INSPECTION
- A. Obtain and pay for permit, license, and inspection fee necessary to complete installation.
 - B. Perform test required by Governing Authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative.
 - C. Supply personnel and equipment for test and final review by Consultant as required in Section 01700.
- 1.8 MAINTENANCE
- A. Interim: See Section 01800, Maintenance, Article 1.1 A.
 - B. Warranty Maintenance: See Section 01800, Maintenance, Article 1.2 A.

C. Preventive Maintenance: See Section 01800, Maintenance, Article 1.3 A.

PART 2 - PRODUCTS

2.1 SUMMARY

A. Two Passenger Elevators. Unless specifically identified as "retain existing," provide new equipment.

ELEVATORS 1 AND 2 Existing Equipment		Disposition
Capacity:	4,000 lbs.	Retain existing
Class Loading:	Passenger Class A	Retain existing
Contract Speed:	350 fpm	Retain existing
Roping:	1:1	Retain existing
Machine:	Geared	AC gearless machines
Machine Location:	Overhead	Retain existing
Supervisory Control:	Group automatic microprocessor-based system	Group automatic microprocessor-based system
Operational Control:	Selective collective microprocessor-based system	Selective collective microprocessor-based system
Motor Control:	AC variable voltage variable frequency microprocessor-based with digital closed-loop feedback	AC variable voltage variable frequency microprocessor-based with digital closed-loop feedback
Power Characteristics:	Field verify	Retain existing
Stops and Openings:	7, all front	Retain existing
Floors Served:	P3-P1, 1-4	Retain existing
Car Interior:	7'-7" wide x 5'-4" deep	Retain existing
Entrance Size:	4'-0" wide x 7'-0" high	Retain existing
Entrance Type:	Single-speed, center-opening	Retain existing
Door Operator:	Medium-speed heavy-duty	High-speed heavy-duty with 2½ fps minimum opening speed
Door Protection:	Infrared full screen device	Infrared full screen device with differential timing, nudging, and interrupted beam time
Safety:	Flexible guide clamp – Type B, car	Retain existing
Guide Rails:	Planed steel tees	Retain existing
Buffers:	Oil	Oil
Alternates:		See Section 01030

2.2 MATERIALS

- A. See Section 01600, Materials.

2.3 CAR AND GROUP PERFORMANCE

- A. Car Speed: $\pm 3\%$ of contract speed under any loading condition.
- B. Car Capacity: Safely lower, stop and hold 125% of rated load.
- C. Car Stopping Zone: $\pm 1/4"$ under any loading condition.
- D. Door Opening Time, Cars 1 and 2: 1.7 seconds from start of opening to fully open.
- E. Door Closing Time, Cars 1 and 2: 2.7 seconds from start of closing to fully closed.
- F. Car Floor-to-Floor Performance Time, Cars 1 and 2: 9.8 seconds from start of doors closing until doors are $3/4$ open, and car is level and stopped at next successive floor under any loading condition or travel direction (12'-0" typical floor height).
- G. Car Ride Quality:
 - 1. Horizontal and vertical acceleration within car during all riding and door operating conditions. Not more than 20 mg peak-to-peak (adjacent peaks) in the 1-10 Hz range.
 - 2. Acceleration and Deceleration: Smooth constant and not less than 3 feet/second² with an initial ramp between 0.5 and 0.75 second.
 - 3. Sustained Jerk: Not more than 6 feet/second³.
 - 4. Measurement Standards: Measure and evaluate ride quality consistent with ISO 18738, using low pass cutoff frequency of 10 Hz and A95 peak-to-peak average calculations.
- H. Noise and Vibration Control:
 - 1. Airborne Noise: Measured noise level of elevator equipment and its operation shall not exceed 60 dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed. Limit noise level in the machine room relating to elevator equipment and its operation to no more than 80 dBA. All dBA readings to be taken 3'-0" off the floor and 3'-0" from the equipment using the "A" weighted scale.
 - 2. Vibration Control: All elevator equipment provided under this contract, including machine, controller, and their support shall be mechanically isolated from the building structure and electrically isolated from the building power supply and to each other to minimize the possibility of objectionable noise and vibrations being transmitted to occupied areas of the building.

2.4 OPERATION

- A. Group Automatic:
 - 1. Microprocessor-based, group dispatch, car, and motion control system.
 - 2. Include as a minimum, the following features:
 - a. Register service calls from pushbuttons located at each floor and in each car. Slow cars and stop automatically at floors corresponding to registered calls. Make stops at successive floors for each direction of travel irrespective of order in which calls are registered except when bypassing hall calls to balance and improve overall service; stop only one car in response to a particular hall call. Assign hall calls to specific cars and continually review and modify those assignments to improve service. Simultaneous to initiation of slowdown of a car for a hall call, cancel that call. Render hall pushbutton ineffective until car doors begin to close after

passenger transfer. Cancel car calls in the same manner. Give priority to coincidental car and hall calls in car assignment.

- b. Operate system to meet changing traffic conditions on a service demand basis. Include provisions for handling traffic which may be heavier in either direction, intermittent or very light. As traffic demands change, automatically and continually modify group and individual car assignment to provide the most-effective means to handle current traffic conditions. Provide means to sense long-wait hall calls and preferentially serve them. Give priority to coincidental car and hall calls in hall call assignment. Accomplish car direction reversal without closing and reopening doors.
- c. Use easily reprogrammable system software. Design basic algorithm to optimize service based on equalizing system response to registered hall calls and equalizing passenger trip time to shortest possible time.
- d. Serve floors below main floor in a manner which logically minimizes delay in passing or stopping at main floor in both directions of travel. Provide manual means to force a stop at the main floor when passing to or from lower levels.
- e. Required Features:
 - 1) Dispatch Protection: Backup dispatching shall function in the same manner as the primary dispatching.
 - 2) Delayed Car Removal: Automatically remove delayed car from group operation.
 - 3) Position Sensing: Update car position when passing or stopping at each landing.
 - 4) Hall Pushbutton Failure: Provide multiple power sources and separate fusing for pushbutton risers.
 - 5) Communication link: Provide serial or duplicate communication link for all group and individual car computers.

B. Other Items:

- 1. Load Weighing: Provide means for weighing car passenger load. Control system to provide dispatching at main floor in advance of normal intervals when car fills to capacity. Provide hall call by-pass when the car is filled to preset percentage of rated capacity and traveling in down direction. Field adjustment range: 10%-100%.
- 2. Anti-Nuisance Feature: If car loading relative to weight in car is not commensurate with number of registered car calls, cancel car calls. Systems employing either load weighing or door protective device for activation of this feature are acceptable.
- 3. Independent Service: Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button. Open doors automatically upon arrival at selected floor.
- 4. Car-to-Lobby Feature: Provide the means for automatic return to the first floor. Return car nonstop after answering pre-registered car calls, and park with doors open for an adjustable time period of 60-90 seconds. Upon expiration of time period, car shall automatically revert to normal operation and close its doors until assigned as next car or until the car is placed on manual control via in-car attendant or out-of-service switch.

C. Firefighters' Service: Provide equipment and operation in accordance with Code requirements.

D. Automatic Car Stopping Zone: Stop car within 1/4" above or below the landing sill. Maintain stopping zone regardless of load in car, direction of travel, distance between landings, hoist rope slippage, or stretch.

E. Motion Control: Microprocessor-based AC, variable-voltage, variable frequency with digitally encoded closed-loop velocity feedback suitable for operation specified and capable of providing smooth, comfortable car acceleration, retardation, and dynamic braking. Limit the difference in car speed between full load and no load to not more than $\pm 3\%$ of the contract speed.

- F. Door Operation: Automatically open doors when car arrives at main floor. At expiration of normal dwell time, close doors.
- G. Standby Lighting and Alarm: Car mounted battery unit with solid-state charger to operate alarm bell and car emergency lighting. Battery to be rechargeable with minimum five-year life expectancy. Include required transformer. Provide constant pressure test button in service compartment of car operating panel. Provide lighting integral with portion of normal car lighting system.
- H. Standby Power Operation: Upon loss of normal power, adequate standby power will be supplied via building electrical feeders to operate both cars simultaneously at contract car speed and capacity.
- I. Key Fob Proximity Reader Security System:
 - 1. Provide provisions inside all cars for reader unit.
 - 2. Mount reader unit in car operating panel and make cross connects to key fob reader terminal interface and relays in machine room.
 - 3. Provide tinted safety/plexiglass panel flush with car operating fixture to match proximity reader size.
 - 4. Elevator control systems shall provide output signal of selected floor to facilitate system tracking of floor access.

2.5 MACHINE ROOM EQUIPMENT

- A. Arrange equipment in existing machine room spaces.
- B. New Gearless Traction Hoist Machine:
 - 1. AC induction or P.M.S.M. ACV³F gearless traction type motor with brake, drive sheave, and deflector sheave mounted in proper alignment on a common, isolated bedplate. Provide bedplate blocking to elevate secondary or deflector sheave above machine room floor.
 - 2. Provide hoist machine mounted direct drive, digital, closed-loop velocity encoder.
 - 3. Hoist machine installations which require blockouts through machine room floor for other than hoist ropes shall be provided with a 14 gauge galvanized sheet metal enclosure over entire blockout on underside of floor slab.
- C. Solid State Power Conversion and Regulation Unit:
 - 1. Provide solid state, alternating current, variable voltage, variable frequency (ACV³F), I.G.B.T. converter/inverter drives.
 - 2. Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEEE standards 519-1992 for line harmonics and switching noise.
 - 3. Isolate unit to minimize noise and vibration transmission. Provide isolation transformers, filter networks, and choke inductors.
 - 4. Suppress solid-state converter noises, radio frequency interference, and eliminate regenerative transients induced into the mainline feeders or the building standby power generator.
 - 5. Supplemental direct-current power for the operation of hoist machine brake, door operator, dispatch processor, signal fixtures, etc., from separate static power supply.
 - 6. ACV³F Drives for gearless elevators shall be regenerative and utilize IGBT converter/inverter and dynamic braking during overhauling condition.
- D. Encoder: Direct drive, solid-state, digital type. Update car position at each floor and automatically restore after power loss.

- E. Controller: UL/CSA labeled.
 - 1. Compartment: Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose equipment with covers. Provide means to prevent overheating.
 - 2. Relay Design: Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear. Provide wiping action and means to prevent sticking due to fusion. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
 - 3. Microprocessor-Related Hardware:
 - a. Provide built-in noise suppression devices which provide a high level of noise immunity on all solid-state hardware and devices.
 - b. Provide power supplies with noise suppression devices.
 - c. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
 - d. Design control circuits with one leg of power supply grounded.
 - e. Safety circuits shall not be affected by accidental grounding of any part of the system.
 - f. System shall automatically restart when power is restored.
 - g. System memory shall be retained in the event of power failure or disturbance.
 - h. Equipment shall be provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.
 - 4. Wiring: CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
 - 5. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.
- F. Sleeves and Guards: Provide 2" steel angle guards around cable or duct slots through floor slabs or grating. Provide rope and smoke guards for sheaves, cables, and cable slots in machine room.
- G. Machine and Equipment Support Beams: Retain existing in place. Provide all required supplemental supports and attachments. Provide Structural Engineering certification validating size and location of all new support structure provided Contractor's proposed new machines.
- H. Governor: Centrifugal-type, car driven machine room mounted with pull-through jaws and bi-directional shutdown switches. Provide required bracketing and supports for attachment to building structure.
- I. Emergency Brake:
 - 1. Provide means to prevent ascending car over-speed and unintended car movement per Code.
 - 2. Acceptable Emergency Brake Devices:
 - a. BODE rope brake.
 - b. Hollister-Whitney rope gripper.
 - 3. Mount the auxiliary brake on suitable structural steel supports. Provide a drawing showing the supports, stamped by Professional Engineer verifying the adequacy of the support provided.
 - 4. Provide control circuits to enable the device to function as required by Code.
 - 5. Alternately, provide redundant machine brake as allowed by code.

2.6 HOISTWAY EQUIPMENT

- A. Guide Rails: Retain main and counterweight guide rails in place.
 - 1. Clean rails and brackets.
 - 2. Remove rust.

3. Check all rail and bracket fastenings and tighten.
- B. Buffers, Car and Counterweight: Provide new spring return oil buffers.
- C. Deflector Sheaves: Replace to match with driver and hoist rope diameter and pitch.
- D. Counterweight: Retain existing.
 1. Add any necessary counterweights based on traction requirement of Contractor's proposed new machine.
 2. Retrofit spring dampening roller guide shoes.
- E. Counterweight Guard: Metal guard in pit. Retain existing.
- F. Governor Rope and Encoder Tape Tensioning Sheaves: Mount sheaves and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape.
- G. Hoist and Governor Ropes:
 1. Traction steel type as required by machine design. Fasten with staggered length, adjustable, spring-isolated wedge type shackles.
 2. Governor rope as required by governor manufacturer.
- H. Terminal Stopping: Provide normal and final devices.
- I. Electrical Wiring and Wiring Connections:
 1. Conductors and Connections:
 - a. Copper throughout with individual wires coded and connections on identified studs or terminal blocks.
 - b. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes.
 - c. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual elevator controllers in the machine room.
 - d. Provide eight pair of spare shielded communication wires in addition to those required to connect specified items.
 - e. Tag spares in machine room.
 2. Conduit:
 - a. Painted or galvanized steel conduit, EMT, or duct.
 - b. Minimum Conduit Size: 1/2".
 - c. Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.
 3. Traveling Cables:
 - a. Five pair of shielded 20-gauge wire for key fob proximity reader.
 - b. One twisted shielded pair to car top, plus 3'-0" excess loop at both ends for firefighters' announcement speaker.
 - c. Four twisted shielded pair to car top, plus 3'-0" excess loop at both ends for Wi-Fi router.
 - d. Three 14 gauge wires to car top, plus 3'-0" excess loop at both ends for Wi-Fi router.
 - e. Four twisted shielded pair for Digital Video Display.
 - f. Three 14 gauge wires for Digital Video Display
 4. Auxiliary Wiring: Connect fire alarm initiating devices, emergency two-way communication system, firefighters' phone jack, paging speaker, digital video display, intercom, and announcement speaker in each car controller in machine room.

- J. Entrance Equipment: Retain existing. Refurbish/replace and adjust assemblies to ensure smooth and quiet mechanical open and close of doors.
 - 1. Door Hangers and Rollers: Replace as required.
 - 2. Door Track: Refurbish as required.
 - 3. Door Interlocks: Provide new, operable without retiring cam. Paint interlock box flat black.
 - 4. Door Closers: Provide new spring, spirator, or jamb/strut mounted counterweight type. Design and adjust to insure smooth, quiet mechanical close of doors.
- K. Hoistway Door Unlocking Device: Provide unlocking device with escutcheon in door panel at all floors, with finish to match adjacent surface.
- L. Hoistway Access Switches: Install at top and bottom floors.
- M. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

2.7 HOISTWAY ENTRANCES

- A. Frames: Retain existing.
- B. Door Panels: Retain existing. Provide new door gibs with fire tabs at all floors. Minimum two gibs per panel, one at leading edge, and one at trailing edge of each panel.
- C. Sight Guards: Retain existing. Replace damaged sight guards with 14 gauge, same material and finish as hoistway entrance door panels. Construct without sharp edges.
- D. Sills: Retain existing. Clean and polish. Check and tighten all fastenings.
- E. Sill Supports: Retain existing. Check and tighten all fastenings.
- F. Fascia, Toe Guards, and Hanger Covers: Retain existing. Provide as required where damaged or missing. Check and tighten all fastenings.
- G. Struts and Headers: Retain existing. Check and tighten all fastenings.

2.8 CAR EQUIPMENT

- A. Frame: Retain Existing. Check and tighten all fastenings.
- B. Safety Device: Retain existing. Check and tighten all fastenings. Disassemble, clean, and inspect components. Replace all worn or damaged parts. Reassemble and test for proper operation. Submit photographs of disassembled safety device with monthly report to confirm completion of this specified scope of work.
- C. Platform: Retain existing. Check and tighten all fastenings.
- D. Platform Apron: Provide new 48" extended platform apron to meet Code. Minimum 14 gauge steel, reinforced and braced to car platform with Contractor's standard finish.
- E. Guide Shoes: Provide new roller-type with three or more spring dampened, sound-deadening rollers per shoe.
- F. Sills: Retain existing. Clean and polish. Check and tighten all fastenings.
- G. Door Panels: 16-gauge steel, sandwich construction without binder angles.

1. Provide one leading edge of doors with rubber astragals.
 2. Provide a minimum of two gibs per panel, one at leading and one at trailing edge with gibs in the sill groove entire length of door travel.
 3. Construct door panels with interlocking, stiffening ribs.
- H. Door Hangers: Two-point hanger roller with neoprene roller surface and suspension with eccentric upthrust roller adjustment.
- I. Door Track: Bar or formed, cold-drawn removable steel track with smooth roller contact surface.
- J. Door Header: Retain existing. Check and tighten all fastenings.
- K. Door Electrical Contact: Prohibit car operation unless car door is closed.
- L. Door Clutch: Heavy-duty clutch, linkage arms, drive blocks, and pickup rollers or cams to provide positive, smooth, quiet door operation. Design clutch so car doors can be closed, while hoistway doors remain open.
- M. Restricted Opening Device: Restrict opening of car doors outside unlocking zone. Plunger type restrictors not acceptable.
- N. Door Operator: High-speed, heavy-duty door operator capable of opening doors at no less than 2½ fps. Accomplish reversal in no more than 2½" of door movement. Provide solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. Maintain consistent, smooth, and quiet door operation at all floors, regardless of door weight or varying air pressure. Provide closed loop operation, monitoring door speed, torque and closing force, at all times.
- O. Door Control Device:
1. Infrared Reopening Device: Retain existing infrared door protection.
 2. Nudging Operation: After beams of door control device are obstructed for a predetermined time interval (minimum 20.0-25.0 seconds), warning signal shall sound, and doors shall attempt to close with a maximum of 2.5 foot pounds kinetic energy. Activation of the door open button shall override nudging operation and reopen doors.
 3. Interrupted Beam Time: When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0-1.5 seconds after beams are reestablished.
 4. Differential Door Time: Provide separately adjustable timers to vary time that doors remain open after stopping in response to calls.
 - a. Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.
 - b. Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds. Use hall call time when car responds to coincidental calls.
- P. Car Operating Panel: Provide new.
1. One car operating panel with faceplate, consisting of a metal box containing vandal resistant operating fixtures, mounted behind the car stationary front return panel. Faceplate shall be hinged and constructed of stainless steel, finish to match return.
 2. Suitably identify floor buttons, alarm button, door open button, door close button and emergency push-to-call button with SCS, Visionmark, or Entrada cast tactile symbols recessed flush rear mounted. Configure plates per local building code accessibility standards including Braille. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
 3. Provide minimum 3/4" diameter flush floor pushbuttons which illuminate to indicate call registration.

4. Provide alarm button to ring bell located on car. Illuminate button when actuated.
 5. Provide "door open" button to stop and reopen doors or hold doors in open position.
 6. Provide "door close" button to activate door close cycle. Cycle shall not begin until normal door dwell time for a car or hall call has expired, except firefighters' operation.
 7. Locked Firefighters Operation Panel:
 - a. For fire officer use and independent service only.
 - b. Openable by the same key which operates the Fire Operation switch.
 - c. Including the following features:
 - 1) Phase II fire access switch.
 - 2) Firefighters' visual indication.
 - 3) Call cancel button.
 - 4) Stop switch, manually operated.
 - 5) Door open button.
 - 6) Door close button.
 - 7) Fire communication jack.
 - 8) Arrange manually operated stop switch to sound group control panel distress signal when actuated.
 8. Provide lockable service compartment with recessed flush door. Door material and finish shall match car return panel or car operating panel faceplate.
 9. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - a. Inspection switch.
 - b. Light switch.
 - c. Two Speed Blower: Three-position exhaust blower switch.
 - d. Independent service switch.
 - e. Proximity reader override.
 - f. Constant pressure test button for battery pack emergency lighting.
 - g. 120-volt, AC, GFCI protected electrical convenience outlet.
 - h. Stop switch.
 - i. Switch to select either floor voice annunciation, floor passing tone, or chime.
 10. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
 - a. Car number on main car operating panel.
 - b. "Certificate of Inspection on File in Building Office" on main car operating panel.
 - c. "No Smoking" on main car operating panel.
 - d. Car capacity in pounds on service compartment door.
- Q. Car Top Control Station: Mount to provide safe access and utilization while standing in an upright position on car top.
- R. Work Light and Duplex Plug Receptacle: GFCI protected outlet at top and bottom of car. Include on/off switch and lamp guard. Provide additional GFCI protected outlet on car top for installation of car digital video display.
- S. Communication System:
1. "Push to Call," two-way communication instrument in car with automatic dialing, tracking, and recall features with shielded wiring to car controller in machine room. Provide dialer with automatic rollover capability with minimum two numbers.
 - a. "Push to Call" button or adjacent light jewel shall illuminate and flash when call is acknowledged. Button shall match car operating panel pushbutton design. Provide uppercase "PUSH TO CALL" "HELP ON THE WAY" engraved signage adjacent to button.
 - b. Provide "Push to Call" button tactile symbol, engraved signage, and Braille adjacent to button mounted integral with car front return panel.
 2. Emergency Personnel Communication:

- a. Communication system shall be provided allowing emergency personnel to establish communications with each elevator individually.
 - b. Emergency Personnel Communication shall override any existing connection outside of building.
 - c. Adjacent light jewel shall illuminate and flash when call is acknowledged.
 - d. Provide operating instructions.
 - e. On the same car operating panel as the phone push button, provide capability to communicate with and obtain responses from passengers.
 - f. Provide display video capability for entrapment assessment.
3. Install remote speakers provided under Item 1.1, E., 1, in car canopy with shielded wiring to machine room junction box.

2.9 CAR ENCLOSURE

- A. Retain existing. Modify as required for application of new signal and pushbutton fixtures. Check and tighten all fasteners.

2.10 HALL CONTROL STATIONS

- A. Pushbuttons: Modify existing faceplate between elevators at each floor. Include pushbuttons for each direction of travel which illuminate to indicate call registration. Pushbutton design shall match car operating panel pushbuttons.
- B. Service Fixture, Elevators 1 and 2: Provide a flush-mounted fixture to replace the existing lobby panel on floor 1 with the following features:
1. Phase I Fire Service fixture, including keyswitch, engraved operating instructions and illuminating jewel.
 2. Car position indicator
 3. Doors open at egress floor LED indicator
 4. Intercom system.
 5. Communication failure provisions.
 6. Standby power indicator lights.
 7. Fire key box, matching code-required design. Engrave instructions for use on cover per Local Fire Authority requirements.

2.11 SIGNALS

- A. Hall Lantern: Provide at each entrance to indicate travel direction of arriving car. Illuminate up or down LED lights and sound tone once for up and twice for down direction prior to car arrival at floor. Sound level shall be adjustable from 20-80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor. Illuminate light until the car doors start to close. Provide advanced hall lantern notification to comply with ADA hall call notification time. Car direction lenses shall be arrow shaped with faceplates. Lenses shall be minimum 2½" in their smallest dimension.
1. Provide vandal resistant lantern and light assemblies consisting of series of dots or lines for maximum visibility in the parking garage lobbies.
- B. Car Position Indicator:
1. CE Electronics, Elite PI Microcomm, 15" active matrix color TFT type display located above the main car fixture. Display elevator position, direction of travel, and up to eight priority messages. The system shall also be capable of displaying floor-based messages as well as scheduled messages in either text or graphic formats. The display shall also be capable of indicating time, date, and temperature. The upper part of the screen shall be reserved for car position and direction which shall be displayed at all times. All messages shall be displayed on the lower part of the screen with space for four lines of approximately 18 characters per line; only one message shall be displayed at a time.

- Provide capability to accept streaming video / television signal on the lower part of the screen or in dedicated window as selected by the customer.
2. The displays shall have a priority override sequence available. A duration shall be assigned for each of the floor-based messages so that they are displayed one after another for the time intervals specified. When the car has committed to stop at a floor a directory message shall be displayed overriding any floor-based message. While the car doors are open the directory message shall continue to be displayed and the triangle indicating the car's direction shall move up and down. When the car doors close the directory message shall disappear. Elevator display information shall be kept updated via a serial link. System updates shall use windows-based software to be provided to Owner and shall be able to be programmed via a standard RS485 link. The display shall have the following abilities:
 - a. User customized display layout.
 - b. User choice of background colors.
 - c. Choice of font style.
 - d. Choice of different arrow styles.
 - e. Choice of factory and customer designed graphic files.
 3. Remote display updates by choice of one or more displays
 4. In addition to position and direction, the display shall interface with the elevator control system to provide system-based messages for the following conditions at a minimum:
 - a. Firefighters' Service, Phase I.
 - b. Independent Service.
 - c. Car-to-Lobby Activated.
 - d. After Hours.
 - e. Earthquake Alert.
 - f. Riot Service.
 5. Provide interface with building wiring infrastructure provided by another trade at each machine room. Perform all testing to ensure proper functionality, and train Owner designated representatives on how to update content remotely.
- C. Hall Position Indicator: Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 1/2" high to indicate floor served and direction of car travel. Mount integral with hall lanterns at floor 1.
- D. Faceplate Material and Finish: Satin stainless steel, all fixtures.
- E. Floor Passing Tone: Provide an audible tone of no less than 20 decibels and frequency of no higher than 1500 Hz, to sound as the car passes or stops at a floor served.
- F. Voice Synthesizer: Provide electronic device with easily reprogrammable message and female voice to announce car direction, floor, emergency exiting instructions, etc.
- 2.12 GROUP CONTROL AND DISPLAY PANEL**
- A. Elevator Control System, Cars 1 and 2:
1. Provide necessary software to load on owner's computer and minimum 17" diagonal flat screen color monitor with the capability to activate, display, monitor, or control the following functions:
 - a. On/off means to place car in or out of service.
 - 1) When placed in "off" position, return cars nonstop to designated floor and park with doors open for adjustable period of 1 to 3 minutes.
 - 2) At expiration of time, restore car to service.
 - b. Car operating on normal/standby power.
 - c. Car position and direction of travel.
 - d. Car calls.
 - e. Hall calls.

- f. Operating mode.
- g. Door status.
- h. Delayed car.
- i. Load weighing and by-pass.
- j. Car to lobby feature.
- k. Car in/out of service.
- l. Proximity reader override.
- m. Emergency power.
- n. Firefighters' operation.
- o. Seismic operation.
- p. Secured floor control.
- 2. Monitor shall be located in Security office.

2.13 INTERCOM AND DISTRESS SIGNAL SYSTEM

- A. General: Provide intercommunication system for all cars. Include all wiring between elevator hoistways and control panels. Include the following stations:

Station Location	Type Station	Selection Buttons to Call
Elevator Machine Room	Master	All Cars
Lobby	Master	All Cars
All Cars	Remote	

2.14 SEISMIC OPERATIONS AND EQUIPMENT

- A. Provide design, components, and operation per governing code. Provide dual counterweight derailment sensing wires vertically each side of counterweight the entire height of travel. The counterweight frame shall be equipped with a minimum of four derailment rings. A dual axis seismic switch shall be provided that will activate at no less than 0.15 times gravity in the vertical or horizontal directions. A minimum of one seismic switch shall be provided per single or group of elevators. Counterweight retainer plates must be bolted.

PART 3 - EXECUTION

3.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

3.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original, unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

3.3 INSTALLATION

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes, and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Machine room equipment, and pit equipment.
 - 3. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.

3.4 FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Have Code Authority acceptance inspection performed and complete corrective work.

3.5 ADJUSTMENTS

- A. Install rails plumb and align vertically with tolerance of 1/16" in 100'-0". Secure joints without gaps and file any irregularities to a smooth surface.
- B. Static balance car to equalize pressure of guide shoes on guide rails.
- C. Lubricate all equipment in accordance with Contractor's instructions.
- D. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

3.6 CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- B. Remove all loose materials and filings resulting from work.
- C. Clean machine room equipment and floor.
- D. Clean hoistways, car, car enclosure, entrances, operating and signal fixtures.

3.7 ACCEPTANCE REVIEW AND TESTS

- A. See Section 01700, Article 1.2, Consultant's Final Observation and Review Requirements.

3.8 PURCHASER'S INFORMATION

- A. See Section 01700, Article 1.3, Final Contract Compliance Review.

END OF SECTION

SECTION 14250 – HYDRAULIC ELEVATOR MODERNIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. One hydraulic freight elevator, Car 4.
- B. All engineering, equipment, labor, and permits required to satisfactorily complete elevator modernization required by Contract Documents.
- C. Applicable conditions of General, Special, and Supplemental Conditions, Division 1, and all sections listed in Contract Documents "Table of Contents."
- D. Preventive maintenance as described in Section 01800 and Section 14325 herein.
- E. Additional equipment or finishes furnished under other sections, installed under this section:
 - 1. Building announcement speakers
 - 2. Elevator security devices, control unit, mounting brackets, wiring materials, logic circuits, security system interface terminals, boxes, and relays.
 - 3. In car Firefighters' telephone jacks
 - 4. CCTV system
- F. Cartage and Hoisting: All required staging, hoisting and movement to, on, and from the site including new equipment, reused equipment, or dismantling and removal of existing equipment.
- G. Unless specifically identified as "Reuse," "Retain," or "Refurbish," provide new equipment.
- H. Protective barriers between cars in normal operation and adjacent cars in the modernization process. Full depth and height of hoistway.
- I. Hoistway, pit, and machine room barricades as required.

1.2 RELATED WORK PROVIDED UNDER OTHER SECTIONS

- A. See Section 01900, Related Work Provided Under Other Sections.

1.3 DEFINITIONS

- A. Terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1.
- B. Reference to a device or a part of the equipment applies to the number of devices or parts required to complete the installation.
- C. Provisions of this specification are applicable to all elevators unless identified otherwise.

1.4 QUALITY ASSURANCE

- A. Qualified Contractors: Alternate Contractors must receive approval of Architect, Owner, and/or Consultant at least 14 days prior to bid date. See Section 00020.

- B. Approved Contractors:
 - 1. Hydraulic Elevator: ELTEC Systems Inc., Fujitec America, Inc., KONE Inc., Mitsubishi Electric Corporation, Otis Elevator Company, Schindler Elevator Corporation, TK Elevator.
 - 2. Elevator 4, Freight Vertical Bi-Parting Door: Courion, EMS, Peelle.
 - 3. Alternate Contractors must receive approval of Owner and/or Consultant at least 14 calendar days prior to bid date.
- C. Compliance with Regulatory Agencies: See Section 01040, Project Procedures.
- D. Warranty:
 - 1. Material and workmanship of installation shall comply in every respect with Contract Documents. Correct defective material or workmanship which develops within one year from date of final acceptance of all work to satisfaction of Architect, Owner and Consultant at no additional cost, unless due to ordinary wear and tear, or improper use or care by Owner. Perform maintenance in accordance with terms and conditions indicated in the Preventive Maintenance Agreement.
 - 2. Defective is defined to include, but not be limited to operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration, or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise, or vibration, and similar unsatisfactory conditions.
 - 3. Retained Equipment: All retained components, parts, and materials shall be cleaned, checked, modified, repaired, or replaced, so each component and its parts are in like new operating condition. Retained equipment must be compatible for integration with new systems. All retained equipment shall be covered under the warranty provisions, of Articles 1.4 D. 1. and 2. above. No prorations of equipment or parts shall be allowed on preventive maintenance contract, Section 14325, between the Contractor and Owner.
 - 4. Make modifications, requirements, adjustments, and improvements to meet performance requirements of Sections 01700 and 14250.

1.5 DOCUMENT AND SITE VERIFICATION

- A. In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents and site conditions for compatibility with its product prior to submittal of quotation. Review existing structural, electrical provisions, and mechanical provisions for compatibility with Contractor's products. Owner will not pay for change to structural, mechanical, electrical, or other systems required to accommodate Contractor's equipment.

1.6 SUBMITTALS

- A. See Section 01300, Submittals, and Section 01700, Final Contract Compliance Review, Article 1.3.

1.7 PERMIT, TEST, AND INSPECTION

- A. Obtain and pay for permit, license, and inspection fee necessary to complete installation.
- B. Perform test required by governing authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative.
- C. Supply personnel and equipment for test and final review by Consultant, as required in Section 01700.

1.8 MAINTENANCE

- A. Interim: See Section 01800, Maintenance, Article 1.1, A.
- B. Warranty Maintenance: See Section 01800, Maintenance, Article 1.2, A.
- C. Preventive Maintenance: See Section 01800, Maintenance, Article 1.3, A.

PART 2 - PRODUCTS

2.1 SUMMARY

- A. Freight Elevator. Unless specifically identified as "retain existing," provide new equipment.

ELEVATOR 4	Existing Equipment	Disposition
Capacity:	8,000 lbs.	Retain existing
Class Loading:	Freight Class C3	Retain existing
Contract Speed:	50 fpm	Retain existing ALTERNATE: Increase to 100 fpm
Machine:	Hydraulic power unit	Hydraulic power unit
Machine Location:	Machine room	Retain existing
Operational Control:	Selective collective	Selective collective microprocessor-based
Motor Control:	Single speed AC with Wye Delta start	Single speed AC with SCR soft start with closed transition
Power Characteristics:	Field verify	Retain existing ALTERNATE: Power requirements increase due to change of speed to 100 fpm
Stops and Openings:	1 front; 2 rear	Retain existing
Floors Served:	Front: 1 Rear: P1, 4	Retain existing
Minimum Clear Interior:	Field verify	Retain existing
Entrance Size:	10'-0" wide x 8'-4" high	Retain existing
Entrance Type:	Power vertical bi-parting	Retain existing
Door Protection:	Bumper edge	Infrared full screen device, with differential timing, nudging, and interrupted beam time
Hydraulic Type:	Direct plunger	Retain existing
Guide Rails:	Planed steel tees	Retain existing
Buffers:	Spring	Retain existing
Alternates:		See Section 01030

2.2 MATERIALS

- A. See Section 01600, Materials.

2.3 CAR PERFORMANCE

- A. Car Speed: $\pm 10\%$ of contract speed under any loading condition.
- B. Car Capacity: Safely lower, stop and hold 125% of rated load.
- C. Car Stopping Zone: $\pm 1/4"$ under any loading condition.
- D. Pressure: Fluid system components shall be designed and factory tested for 500 psi. Maximum operating pressure shall be 400 psi.

2.4 OPERATION

- A. Selective Collective Microprocessor-Based:
 - 1. Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel and in the order the floors are reached.
 - 2. Do not reverse car direction until all car calls have been answered, or until all hall calls ahead of car and corresponding to the direction of car travel have been answered.
 - 3. Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner. Hold car at arrival floor an adjustable time interval to allow passenger transfer.
 - 4. Answer calls corresponding to direction in which car is traveling unless call in the opposite direction is highest (or lowest) call registered.
 - 5. Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.
- B. Other Items:
 - 1. Low Oil Control: In the event oil level is insufficient for travel to the top floor, provide controls to return elevator to the main level and park until oil is added.
 - 2. Independent Service: Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button. Open doors automatically upon arrival at selected floor.
- C. Firefighters' Service: Provide equipment and operation in accordance with code requirements.
- D. Automatic Car Stopping Zone: Stop car within $1/4"$ above or below the landing sill. Maintain stopping zone regardless of load in car, direction of travel, distance between landings,.
- E. Remote Monitoring and Diagnostics: Equip controller with standard ports, interface boards, and drivers to accept maintenance, data logging, fault finding diagnostic, and monitoring computers, keyboards, modems, and programming tools. The system shall be capable of driving remote color CRT monitors that continually scan and display the status of each car and call.
- F. Motion Control: AC type with unit valve suitable for operation specified and capable of providing smooth, comfortable car acceleration and retardation. Limit the difference in car speed between full load and no load to not more than $\pm 10\%$ of the contract speed in either direction of travel.
- G. Power Door Operation: Open door and gate automatically when car arrives at a floor. Provide passenger sequence operation. Provide reversing safety edge device on car gate. After an adjustable time period between, 30 to 300 seconds, provide audible and visible warning signal and automatically close door and gate.

- H. Standby Lighting and Alarm: Car mounted battery unit with solid-state charger to operate alarm bell and car emergency lighting. Battery to be rechargeable with minimum five-year life expectancy. Include required transformer. Provide constant pressure test button in service compartment of car operating panel.
- I. Battery Standby Power Transfer:
 - 1. Upon loss of normal power, provide controls to automatically lower the car(s) to the nearest lower landing. Upon arrival at the nearest landing, the elevator doors shall open automatically and remain open until regular door time has expired. The elevator shall then become deactivated. The standby power source shall be provided via 12-volt D.C. battery units installed in machine room, including solid-state charger and testing means mounted in a common metal container. Battery to be rechargeable lead acid or nickel cadmium with a ten-year life expectancy.
 - 2. Upon restoration of normal power, the elevator shall automatically resume normal operation.
- J. Key Fob Proximity Reader Security System:
 - 1. Provide provisions inside car for reader unit.
 - 2. Mount reader unit in main and auxiliary car operating panel and make cross connects to key fob reader terminal interface and relays in machine room.
 - 3. Provide tinted safety/plexiglass panel flush with car operating fixture to match proximity reader size.
 - 4. Elevator control systems shall provide output signal of selected floor to facilitate system tracking of floor access.

2.5 MACHINE ROOM EQUIPMENT

- A. Arrange equipment in existing machine room spaces:
 - 1. Pump Unit: Assembled unit consisting of positive displacement pump, induction motor, master-type control valves combining safety features, holding, direction, bypass, stopping, manual lowering functions, shut off valve, oil reservoir with protected vent opening, oil level gauge, outlet strainer, drip pan, muffler, all mounted on isolating pads.
 - 2. Oil Cooler:
 - a. Provide oil cooler with adjustable thermostat.
 - b. Installation of unit must be coordinated with Owner to allow ventilation of unit outside of the elevator machine room.
 - 3. Tank Heater: Provide an oil tank heater with adjustable thermostat to keep the oil tank temperature within the manufacturer's recommended operating range.
 - 4. Enclose entire unit with removable sheet steel panels lined with sound-absorbing material.
 - 5. Submersible pump motor shall be permitted up to 50 HP.
- B. Landing Systems: Solid-state, magnetic, or optical type.
- C. Controller: UL/CSA labeled.
 - 1. Compartment: Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose equipment with covers. Provide means to prevent overheating.
 - 2. Relay Design: Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear. Provide wiping action and means to prevent sticking due to fusion. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
 - 3. Microprocessor-Related Hardware:
 - a. Provide built-in noise suppression devices which provide a high level of noise immunity on all solid-state hardware and devices.
 - b. Provide power supplies with noise suppression devices.

- c. Isolate inputs from external devices, such as pushbuttons, with opto-isolation modules.
- d. Design control circuits with one leg of power supply grounded.
- e. Safety circuits shall not be affected by accidental grounding of any part of the system.
- f. System shall automatically restart when power is restored.
- g. System memory shall be retained in the event of power failure or disturbance.
- h. Equipment shall be provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.
- 4. Wiring: CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
- 5. Permanently mark components, relays, fuses, PC boards, etc., with symbols shown on wiring diagrams.
- 6. Monitoring System Interface: Provide controller with serial data link through RJ45 Ethernet connection and install all devices necessary to monitor items outlined in Section

2.13. Elevator contractor responsible to connect monitoring system interface to machineroom monitoring compartment and LAN. Wiring from the LAN to the machine room monitoring compartment by others.

- D. Muffler: Provide in discharge oil line near pump unit. Design shall dampen and absorb pulsation and noise in the flow of hydraulic fluid.
- E. Piping and Oil:
 - 1. Provide new piping, connections, and oil for the system.
 - 2. A minimum of two sound isolation couplings shall be provided between the pump unit and oil line and the oil line and jack unit.
 - 3. Provide isolated pipe stands or hangers.
- F. Shut-Off Valve:
 - 1. Provide oil line shut off valve in the machine room.
 - 2. Provide second valve in pit adjacent to jack unit.

2.6 HOISTWAY EQUIPMENT

- A. Guide Rails: Retain main guide rails in place.
 - 1. Clean rails and brackets.
 - 2. Remove rust.
 - 3. Check all rail and bracket fastenings and tighten.
- B. Buffers,: Retain existing.
- C. Hydraulic Jack Assembly: Retain existing.
 - 1. Cylinder: Retain existing. Replace packing.
 - 2. Plunger: Retain existing. Isolate plunger from car frame.
- D. Overspeed Valve: Provide a pressure sensitive, mechanically-actuated seismic safety valve, conforming to ASME A17.1, Rule 3.19.4.7. Connect valve directly to jack assembly inlet.
- E. Terminal Stopping: Provide normal and final devices.
- F. Electrical Wiring and Wiring Connections:
 - 1. Conductors and Connections:
 - a. Copper throughout with individual wires coded and connections on identified studs or terminal blocks.

- b. The use of splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes is prohibited.
 - c. Provide 20% spare conductors for each wire type.
 - d. Run spare wires from car connection points to elevator controller in the machine room.
 - 2. Conduit:
 - a. Galvanized steel conduit, EMT, or duct.
 - b. Flexible conduit between isolated equipment, length not to exceed 6'-0".
 - c. Flexible heavy-duty service cord may be used between fixed car wiring and car door switches for door protective devices.
 - 3. Traveling Cables:
 - a. Flame and moisture-resistant outer cover.
 - b. Prevent traveling cable from rubbing or chafing against hoistway or equipment within hoistway.
 - c. Provide the following composition at a minimum, which shall not be considered spares:
 - 1) Five pair of shielded 20-gauge wire for proximity reader.
 - 2) Two pair of shielded 18-gauge wire for CCTV, from car controller to car top junction box, plus 3'-0" excess loop at both ends.
 - 3) Two pair of 18-gauge wire for CCTV power.
 - d. Provide eight pair of spare shielded communication wires in addition to those required to connect specified items.
 - e. Tag spares in machine room. Provide cables from controller to car top.
 - f. Support traveling cable by suspending from supports by means that automatically tighten around the cable when tension is increased.
 - 4. Auxiliary Wiring:
 - a. Provide conduit, wiring and connections for systems.
 - G. Entrance Equipment: Retain existing.
 - H. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.
- 2.7 HOISTWAY ENTRANCES
- A. Frames: Retain existing. Refinish paint.
 - B. Vertical Bi-Parting Freight Door Panels: Retain existing.
 - C. Vertical Bi-Parting Door Cover Frames: Retain existing.
- 2.8 CAR EQUIPMENT
- A. Frame: Retain Existing. Check and tighten all fastenings.
 - B. Platform: Retain existing. Reinforce if required. Check and tighten all fastenings.
 - C. Platform Apron: Provide new extended platform apron per code. Minimum 14 gauge steel, reinforced and braced to car platform front with Contractor's standard finish.
 - D. Guide Shoes: Retain existing. Check and tighten all fastenings. Replace worn inserts.
 - E. Finish Floor Covering: Retain existing

- F. Freight Doors and Car Gate: Retain existing panels and tracks.
 - 1. Replace the following:
 - a. Door controller.
 - b. Freight door equipment wiring package.
 - c. Retiring cams.
 - d. Emergency unlocking devices.
 - e. Door operators.
 - f. Chains and chain rods.
 - g. Limit switches.
 - h. Door guide shoes.
 - i. All hall door related hardware.
 - j. Gate operators.
 - k. Gate switch.
 - l. Gate guide shoes.
 - m. Gate chains.
 - n. Gate reversing edge.
 - o. Light curtains.
 - p. All car gate related hardware.
- G. Power-Operated Freight Door and Gate:
 - 1. Provide means to open doors and gate from inside of car in the event of power failure.
 - 2. Closing Speed:
 - a. Doors: Minimum of 0.8 fps.; maximum of 1.0 fps.
 - b. Gates: Minimum of 1.6 fps.; maximum of 2.0 fps.
 - 3. Provide an adjustable timer to hold doors open up to five minutes.
 - 4. Door closing initiated upon expiration of timer, activation of door close button or activation of a floor button within car.
 - 5. The door and gate operators shall be synchronized as follows:
 - a. Door and gate shall accelerate and decelerate smoothly.
 - b. Provide means for door checking in both opening and closing motions electrically or by other suitable means.
 - c. Car gate shall close completely before the hoistway doors begin to close.
 - d. Car gate shall not open until the hoistway doors are completely open.
 - 6. Provide automatic closing of car doors after dwell time expires.
 - a. A loud audible signal and highly visible signal shall actuate not less than 5.0 seconds prior to initiation of door sequence.
 - b. Dwell time shall be easily adjustable between 30.0 and 300.0 second.
 - c. Pressing the Door Close button shall cancel dwell time.
 - d. Pressing the Door Open button shall restart the dwell time.
 - e. Dwell time shall initially be set at 60.0 seconds.
 - 7. Door operation at landing initiated by operation of elevator call button for that floor.
 - 8. Car gate includes protective edge to stop motion if gate is interrupted in closing.
 - 9. Door closing initiated upon expiration of timer, activation of door close button or activation of a floor button within car.
- H. Infrared Reopening Device:
 - 1. Black, fully enclosed device with full screen infrared matrix or multiple beams extending vertically inside or along edge of each car gate guide track to a minimum height of 7 feet above finished floor.
 - 2. Obstruction of beams during gate closing shall cause immediate re-opening.
 - 3. Detects objects:
 - a. Immediately adjacent to landing and car sides of door.
 - b. Within path of door.
 - c. Objects on the floor in the path of the door.
 - d. Straddling bi-parting door.

- I. Car Operating Panel:
 1. Freight:
 - a. Two car operating panels with faceplates:
 - 1) Consisting of a metal box containing the vandal resistant operating fixtures, mounted behind the car stationary side panels.
 - 2) Faceplates shall be hinged and constructed of No. 4 satin finish stainless-steel.
 - b. Suitably identify floor buttons, alarm button, door open button, door close button and emergency push-to-call button with stainless tactile symbols.
 - c. Provide "door open" button to stop and reopen doors or hold doors in open position.
 - d. Provide "door close" button to activate door close cycle.
 - e. Provide stainless steel vandal resistant red emergency stop button with guard at bottom of car operating panels to interrupt car power supply. Maintain registered calls when feature is actuated and continue normal service after power is restored. Actuation of button shall sound car alarm bell and illuminate alarm button. Mark device to indicate "push to run" and "pull to stop" positions.
 - f. Pushbuttons:
 - 1) Provide minimum 3/4" diameter flush floor pushbuttons which illuminate to indicate call registration.
 - 2) Provide brushed stainless-steel buttons with illuminated LED halo.
 - g. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
 - h. Locked Firefighters Operation Panel:
 - 1) For fire officer use and independent service only.
 - 2) Openable by the same key which operates the Fire Operation switch.
 - 3) Including the following features:
 - a) Phase II fire access switch.
 - b) Firefighters' visual indication.
 - c) Call cancel button.
 - d) Stop switch, manually operated.
 - e) Door open button.
 - f) Door close button.
 - g) Floors served.
 - h) Fire communication jack.
 2. Service Compartment:
 - a. Provide lockable service compartment with recessed flush door.
 - b. Door material and finish shall match car operating panel faceplate.
 - c. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
 - 1) Access switch.
 - 2) Light switch.
 - 3) Independent service switch.
 - 4) Constant pressure test button for battery pack emergency lighting.
 - 5) 120-volt, AC, GFCI protected electrical convenience duplex outlet.
 - 6) Proximity reader override switch.
 - 7) Switch to select either floor voice annunciation, floor passing tone, or chime.
 3. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
 - a. Phase II firefighters' operating instructions on inside face of firefighters' compartment door.
 - b. Engrave filled red firefighters' operation on outside face of compartment door.
 - c. Building identification car number on main car operating panel.
 - d. "No Smoking" on main car operating panel.
 - e. Car capacity in pounds on service compartment door.
 - f. Loading classification and description on car operating panel.

- J. Car Top Control Station: Mount to provide safe access and utilization while standing in an upright position on car top.
- K. Work Light and Duplex Plug Receptacle: GFCI protected outlet at top and bottom of car. Include on/off switch and lamp guard. Provide additional GFCI protected outlet on car top for installation of car digital video display.
- L. Communication System:
 - 1. "Push to Call," two-way telephone instrument in car with automatic dialing, tracking, and recall features with shielded wiring to car controller in machine room. Provide dialer with automatic rollover capability with minimum two numbers.
 - a. "Push to Call" button or adjacent light jewel shall illuminate and flash when call is acknowledged. Button shall match car operating panel pushbutton design. Provide uppercase "PUSH TO CALL," "HELP ON THE WAY" engraved signage adjacent to button.
 - b. Provide "Push to Call" button tactile symbol, engraved signage, and Braille adjacent to button mounted integral with car front return panel.
 - 2. Firefighters' telephone jack in firefighters' panel, with four shielded wires to machine room junction box. Jack bezel shall match adjacent controls.
 - 3. Install remote speakers provided under Item 1.1, E., 1, in car canopy with shielded wiring to machine room junction box.
 - 4. Provide two-way communication between car and machine room if required.

2.9 CAR ENCLOSURE

- A. Retain existing. Modify as required for application of new signal and pushbutton fixtures. Check and tighten all fasteners.

2.10 HALL CONTROL STATIONS

- A. Pushbuttons: Provide one riser with flush mounted faceplates. Include pushbuttons for each direction of travel which illuminate to indicate call registration. Pushbutton design shall match car operating panel pushbuttons. Provide vandal resistant pushbutton and light assemblies. Provide any cutting and patching required.
- B. Door Control Stations: Include vandal resistant "door open," "door close" and "stop" buttons for control of power operated vertical bi-parting doors at each landing call button fixture. Provide buttons integral with hall control station. Pushbutton design shall match car operating panel pushbuttons. Provide any cutting and patching required.
- C. Firefighters' Key Box: Flush-mounted box with lockable hinged cover. Engrave instructions for use on cover per Local Fire Authority requirements.

2.11 SIGNALS

- A. Hall Lantern: Provide at each entrance to indicate travel direction of arriving car. Illuminate up or down LED lights and sound tone once for up and twice for down direction prior to car arrival at floor. Sound level shall be adjustable from 20-80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor. Illuminate light until the car doors start to close. Car direction lenses shall be arrow shaped with faceplates. Lenses shall be minimum 2½" in their smallest dimension. Provide vandal resistant lantern and light assemblies consisting of series of dots or lines for maximum visibility.

- B. Car Position Indicator: Alpha-numeric digital indicator containing floor designations a minimum of 1/2" high to indicate floor served. Locate fixture above each car operating panel. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.

- C. Faceplate Material and Finish: Satin finish stainless steel, all fixtures.

2.12 INTERCOM AND DISTRESS SIGNAL SYSTEM

- A. General: Provide intercommunication system. Include all wiring between elevator hoistways and control panels. Include the following stations:

Station Location	Type Station	Buttons to Call
Elevator Machine Room	Master	Car
Lobby Control Panel	Master	Car
Car	Remote	

2.13 SEISMIC OPERATIONS AND EQUIPMENT

- A. Provide design, components, and operation per governing code.

PART 3 - EXECUTION

3.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

3.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original, unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

3.3 INSTALLATION

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.

- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
 - 2. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.

3.4 FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Have Code Authority acceptance inspection performed and complete corrective work.

3.5 ADJUSTMENTS

- A. Static balance car to equalize pressure of guide shoes on guide rails.
- B. Lubricate all equipment in accordance with Contractor's instructions.
- C. Adjust motors, valves, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

3.6 CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- B. Remove all loose materials and filings resulting from work.
- C. Clean machine room equipment and floor.
- D. Clean hoistways, car, car enclosure, entrances, operating, and signal fixtures.

3.7 ACCEPTANCE REVIEW AND TESTS

- A. See Section 01700, Article 1.2, Consultant's Final Observation and Review Requirements.

3.8 OWNER'S INFORMATION

- A. See Section 01700, Article 1.3, Final Contract Compliance Review.

END OF SECTION

SECTION 14325 – LERCH BATES MAINTENANCE SPECIFICATION (LBMS)

PART 1 - GENERAL

1.1 PARTIES

- A. The parties to this Agreement (the "Agreement") are("Purchaser") and ("Contractor"). The contract start date is the date this Agreement is executed by Purchaser or their Designated Representative. The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser. This agreement covers four elevators listed in Appendix A.

1.2 DUTIES OF CONTRACTOR

- A. Contractor shall furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information to provide proactive full preventive maintenance service including, but not limited to, cleaning, lubrication, adjusting, parts replacement, repair, and callback service. All work shall be in conformity with highest standards and best industry practices, applicable laws, and all expressed and implied provisions of this Agreement for the complete vertical transportation systems detailed in Appendix A of this Agreement.

1.3 AGREEMENT INTENT

- A. The intent of this Agreement is to maintain the elevator equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the elevators in keeping with their original and modernized design. The purpose of the maintenance program specified herein is to provide the following:
1. Safe, consistent, and reliable operation
 2. Maximum operational performance
 3. Maximum beneficial usage
 4. Maximum life cycle
- B. Contractor acknowledges Purchaser is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Agreement intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Agreement..
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment and review of service records. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all of the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Agreement.
- E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Travel time clearly identified and a separate line item on technician's time sheet.
 2. Site arrival time and departure time clearly identified on technician's time sheet.
 3. Service call and work description clearly identified on technician's time sheet.
 4. Billable material cost backup.
 5. Travel expenses/surcharges shall not be allowed.

6. Contractor's invoice must include clear and concise detail of service call and work complete.
7. Contractor's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
8. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.

1.4 OBSOLESCENCE

- A. Definition of Obsolescence: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third party parts supplier or fabricator in the same form, fit and function.
- B. Prior to submission of contractor's proposal to the Purchaser, the contractor will have an opportunity to review all applicable vertical transportation elements as identified in this document. After such review, if the contractor believes there are systems, components or parts which are obsolete or may become obsolete during the term of this agreement, they must identify those components in Appendix A. Additionally, contractor must:
 1. Provide Base Bid proposal response pricing that excludes systems, components or parts listed in Section 00310 Article 1.2 as obsolete or prorated.
 2. Provide Alternate pricing that includes full maintenance coverages of all components listed in Section 00310 Article 1.2 as obsolete or prorated.
 3. Provide Alternate pricing to replace all systems, components or parts detailed in Section 00310 Article 1.2, as an extra charge, at the beginning of this agreement for the Purchaser's consideration.
- C. If contractor, third party consultant, or Purchaser receive a notice of "component or part obsolescence" from a third party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the contractor, during the course of this agreement then Purchaser will evaluate a claim of obsolescence. Claim may include only the necessary retro-fit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.
- D. No other claim for obsolescence of any kind will be considered by the Purchaser during the course of this agreement.

1.5 TERM OF AGREEMENT

- A. The term of this Agreement is a five-year term beginning at the expiration of the Warranty Maintenance period and terminating after five years. If Contract is not renewed after the initial term of five years, work shall continue at fifth year pricing until new agreement is executed. This Agreement shall be subject to termination as provided in Article 1.6.
- B. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall send invoices detailing the fees in Appendix A and other charges to Purchaser by the _____ day of each month to:

1.6 CANCELLATION

- A. If Contractor violates any provision or fails to properly perform services required by this Agreement on any unit, Purchaser shall advise Contractor of deficiencies and shall allow Contractor ten working days unless otherwise agreed, to correct deficiencies at Contractor's expense and to Purchaser's sole satisfaction. If Contractor fails to comply or remedy in the

allotted time, Purchaser shall have right to cancel Agreement immediately with written notice to Contractor.

- B. Purchaser, after an additional ten calendar days' written notice to Contractor, may perform or cause to be performed all or any part of Services and Contractor agrees that it shall reimburse Purchaser for any expenses incurred. Purchaser shall deduct said expense from any sum owed to Contractor.
- C. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- D. If any property covered by this Agreement is sold, new Owner may extend this Agreement at its discretion by assignment or other means.
- E. Purchaser may modernize all or a portion of vertical transportation units during the term of this Agreement. Modernization is any "Alteration" as defined by Code. Any modernization will be competitively bid and if the successful bidder is not the current Contractor then the Contractor agrees that this contract may be cancelled at the sole discretion of the Owner. The Owner is under no obligation to include the Contractor in the bidding process.
- F. If this Agreement Is Cancelled:
 - 1. Contractor agrees to take actions reasonably necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 - 2. Contractor shall immediately deliver to Purchaser all reports, records, as-built wiring diagrams, portable electronic diagnostic devices supplied (owned by Purchaser or Owner), access codes, and other materials and documentation related to and required to facilitate services required by this Agreement.

1.7 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Agreement, or reasonably inferred, whether or not expressly stated herein.
- B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times further specified in other provisions of this Agreement.
- C. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Agreement including Sections 00310 and 14325.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP).
 - 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Agreement.
 - 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 - 6. To Purchaser's satisfaction in conformance with this agreement.
 - 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.

9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

- D. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.
- E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.

1.8 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed. In the event of differing testing requirements between this Agreement and local codes or ordinances, the more stringent requirement shall prevail.
- B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such tests, installation, or services.
- C. Contractor must complete all code-mandated testing and work tasks as detailed in Appendix E.

1.9 CONTRACTOR'S EMPLOYEES

- A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.
- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to Purchaser. Purchaser shall be given at least thirty days' notice prior to making changes to site-specific mechanic/employees.
- D. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser's notice, Contractor shall immediately provide qualified replacement persons.

- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.

1.10 HOURS AND MANNER OF WORK

- A. All work, except as otherwise noted in this Agreement, including unlimited call-back service, shall be performed during the building's regular hours. These hours are 7:00 a.m. to 5:00 p.m. Purchaser, at its option, may request callback or normal service within the scope of this Agreement at no additional cost during those hours. Emergency callback service requested prior to 4:30 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be in accordance with Article 1.10 D.
- B. Response Time for Callback Service:
 - 1. During regular time hours identified in Article 1.10 A. Contractor shall arrive at Property within 60 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
 - 2. During the regular time hours identified in Article 1.10 A, Contractor shall arrive at Property in response to passenger entrapment calls within 30 minutes from time of notification by Purchaser.
 - 3. During hours outside those identified in Article 1.10 A. Contractor shall arrive at Property within 90 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
 - 4. During hours outside those identified in Article 1.10 A, Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes from time of notification by Purchaser.
- C. If additional work within the scope of this Agreement is requested during overtime hours, Purchaser shall pay only the difference between regular time and overtime hours at the hourly rates indicated in Section 00310 Item 1.8.
- D. If additional work beyond the scope of work enumerated in this Agreement is requested during regular hours, the regular time hourly rates shown below shall apply at the hourly rates indicated in Section 00310 Item 1.8.
- E. If additional work beyond the scope of work enumerated in this Agreement is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the hourly rates indicated in Section 00310 Item 1.8.
- F. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72 hour period is exceeded.
- G. During peak passenger traffic times, Purchaser requires all elevators to be in operation. The elevator Contractor shall not remove elevators from service during these times without

authorization. Contractor shall schedule with Purchaser in order to avoid scheduled events. Holidays are excluded.

1.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Appendix A (see detailed scheduled hours).
- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance. These hours shall not include time expended for callbacks, repair work, tests, or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- C. Contractor's Employees Shall:
 - 1. Upon arrival and departure all Contractor employees must register in the log maintained at Purchaser's location. In addition, Purchaser may require Contractor's employees to check in with designated personnel each time they enter the building.
 - 2. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, i.e., callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure. A sample of the maintenance logbook is in Appendix I and a sample of the callback log is in Appendix J.
 - 3. When departing the property, Contractor's personnel shall sign the maintenance logbook indicating as listed above under item C. 2.
 - 4. In addition, Contractor's employees who perform billable work shall leave time tickets after each visit when leaving the property.
 - 5. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser, or supplied by Contractor.
- D. If the hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser. If the hours expended fall below those required for two three-month rolling average periods, the Purchaser shall have the right to a credit in the amount of the shortfall in hours for every three-month rolling average period after the first period. This metric will reset after each period where the hours expended meets or exceeds those required.
- E. Quarterly, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
 - 1. A review of the previous quarter's callbacks.
 - 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service.
 - 3. A review of any reported complaints.
 - 4. Such other elevator-related items as may be appropriate.
 - 5. A review of on-site spare equipment or parts for the elevators.
 - 6. A review of maintenance hours .
 - 7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.
- F. Overtime travel time in response to any callback shall be billed as the difference between regular time and overtime travel. There shall be a maximum of two hours per round trip allowed

for travel for any overtime callback. The cost for this overtime travel shall be calculated and identified as a flat rate in Section 00310 Item 1.7.

1.12 SCHEDULING OF WORK

- A. Within thirty days of receipt of a fully executed copy of this Agreement, Contractor shall prepare and submit a schedule of repairs, tests, or other work that will require a shutdown of one or more elevators within the initial ninety days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly prior to the meeting referenced in Article 1.11 E.

1.13 ELEVATOR CALLBACK FREQUENCY

- A. Callback frequency for the elevators covered under this Agreement shall be subject to the provisions of this Agreement.
- B. Total callbacks for equipment failure on any elevator shall not be more than one per unit per month for one quarter, as indicated in Appendix B.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.

1.14 REMOVAL OF UNITS FROM SERVICE

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by Purchaser. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with Purchaser shall be provided.

1.15 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections, or tests whenever it deems advisable or necessary to ascertain that the requirements of this Agreement are being fulfilled. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections. Deficiencies noted shall be submitted in writing to the Contractor.
 - 1. If said deficiencies are not corrected at the time of the follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of \$250/hour portal to portal.
 - 2. Failure to correct the deficiencies found, as a part of this section, to the satisfaction of the Purchaser or their representative subject this agreement to cancellation as noted in Section 1.7.
- B. The Contractor shall, promptly (within ten days unless otherwise agreed), correct deficiencies covered under the terms of this Agreement at its expense. This includes deficiencies discovered as a part of this section.
- C. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Purchaser, after thirty days' written notice to Contractor listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

- D. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant's fees equally.

- E. A qualified vertical transportation consultant may be retained by Purchaser to perform any of Services and mediate disputes noted in 1.17 or elsewhere in this agreement.

1.16 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:
1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.
 2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
 3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. Excludes jack casing and underground piping.
 4. Lamps for car, machine room and pit illumination. Contractor shall replace machine room and pit lamps if such items are provided by Purchaser.
 5. Smoke and heat sensors and related life safety equipment.
 6. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
 7. Building paging/communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
 8. Failure or fluctuations of property electric power, air conditioning, or humidity control.
 9. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
 10. Access Control Equipment, Software, Hardware, Programming:
 - a. Exclusive of elevator traveling cables.
 - b. Termination points within elevator systems in control room and car.
 11. Upgrades to Control/Dispatching systems: (not to include software updates).
 12. Below ground hydraulic cylinders and piping.
- B. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special, or consequential damages of any kind.

1.17 REMOVAL OF PARTS

- A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the site without written approval from Purchaser. This does not include renewal parts stocked on the job by Contractor, but does include parts and components that were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by Purchaser, which shall remain its sole property until installed on the equipment.

1.18 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.

- B. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

1.19 WIRING DIAGRAMS

- A. Wiring diagrams, as provided by Owner, shall be kept neatly folded and stored, except where mounted on boards, and shall be copied and replaced by the Contractor if damaged or unreadable.
- B. For each elevator, Contractor shall maintain Property's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades. This includes all manuals supplied by a third party controller manufacturer or as part of a non-proprietary specification requirement for a modernization or new installation. Purchaser may reproduce these original or modified as-built drawings, manuals, and shall retain sole possession of this set of drawings or books in the event that the Contract is terminated, or if Purchaser's set of drawings or manuals cannot be located at that time.

1.20 MAINTENANCE CONTROL PROGRAM

- A. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the current ASME A17.1 code, and any AHJ Code. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1 code. Documentation of the MCP must be kept in a visible location in each machine room.
- B. Purchaser must maintain access to all documentation via a log-on computer with the ability to print documentation.
- C. Contractor, on Purchaser's behalf, shall conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP in the machine room. Data shall be accessible by Purchaser via manual log and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired, or inspected, and the approximate time required for work excluding travel time to and from property. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

1.21 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Appendices A and B.
 - 1. Callback frequency.
 - 2. Callback response time.
 - 3. Mean time between callbacks.
 - 4. Availability.
 - 5. Maintenance actions.
 - 6. Annual repair time accrued.
- B. Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at Contractor's expense.

- C. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and handheld devices purchased by Purchaser, shall be maintained and upgraded by Contractor during the term of this Agreement and shall remain Purchaser's property at the expiration or cancellation of the contract.
- D. Local inspection fees with regard to operation of equipment covered by this Agreement shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
- E. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 - 1. To treat, and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
- F. Contractor shall not, in the course of performance of this Agreement, or thereafter, use or permit the use of Purchaser or Property Manager's name or the name of any affiliate of Purchaser or Property Manager, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser and Property Manager, as applicable.

1.22 PURCHASER'S RESPONSIBILITIES

- A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.
- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers and Firefighters' Control Room.
- C. Maintain equipment room heating and air conditioning systems. Temperature range 60°-90° F, non-condensing.
- D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
- E. Prohibit storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.
- F. Maintain standby power generator systems and related switch gear and feeders.
- G. Maintain equipment rooms, hoistways, and pits in a code-compliant and dry condition.
- H. Coordinate with Contractor in regard to Purchaser's required equipment retrofits, such as elevator security systems, new car interior finishes, car interior CCTV systems, etc.
- I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

PART 2 - EXECUTION

2.1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DATE
NOTED BELOW:

.....

<MAINTENANCE CONTRACTOR>

.....

Bellevue Convention Center Authority

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

END OF SECTION

APPENDIX A -
EQUIPMENT ID, MAINTENANCE HOURS, AND PRICING

Car ID	Make	Type	Capacity	# of Stops
1	Traction	Passenger	4,000 lbs.	7
2	Traction	Passenger	4,000 lbs.	7
4	Hydraulic	Freight	8,000 lbs.	3
5	Hydraulic	Passenger	4,000 lbs.	5

During term of this Agreement, Owner shall pay Contractor on or before last day of each and every month the sum of \$..... (the Agreement Price), for the faithful performance of the services herein required of

Contractor on all equipment described above and in Appendix A, subject to the following:

1. The Agreement Price shall be subject to review and adjustment one year from effective date of this Agreement and yearly thereafter. 80% of Agreement Price shall be adjusted to reflect increase or decrease in labor cost based on the straight time rate of Elevator Mechanics (including fringe benefits) in the area wherein the equipment covered by this Agreement is located. The remaining 20% shall be adjusted to reflect the increase or decrease in material cost based on Producer Price Index for Metals and Metal Products as published by United States Department of Commerce, Bureau of Labor Statistics. The initial base rates are as set forth below:

Mechanic Labor Rate, Including Fringe
Benefits Applicable, Consisting of: Total Rate: \$..... Date:
Base Rate: \$..... Fringe:

U. S. Metal Products Index: Index: Date:

2. The words "fringe benefits" mean employee benefits granted in lieu of or in addition to hourly base rate increases, and include but are not limited to, accruals for pensions, vacations, paid holidays, group life, sickness, and hospitalization insurance. Fringe benefits shall not include any direct or indirect costs based on labor.
3. Price escalations shall be limited to a maximum of 5% over the current price in any one-year period.
4. Contractor shall provide written notification of pending price adjustment as described above within thirty days of each Anniversary Date. If Contractor fails to give such written notice, the Agreement Price for the ensuing year shall be deemed to be the prior year's Agreement price.

Additional work as described in Part 1 General 1.11 will be paid at the following rates:

If additional work within the scope of this Agreement is requested in overtime, Purchaser will pay only the difference between regular time and overtime hours at the hourly rates indicated below. These rates are subject to the adjustment detailed above. Contractor will provide Purchaser updated rates each year at the time of adjustment.

BILLING RATE	MECHANIC	HELPER	TEAM
Regular Time	\$.....	\$.....	\$.....
Overtime Premium at 1.7	\$.....	\$.....	\$.....
Overtime Premium at 2.0	\$.....	\$.....	\$.....

Overtime travel labor and expense cost as identified in Part 1 General 1.12 C.

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

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

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

**APPENDIX B -
KEY PERFORMANCE INDICATORS**

	Measured unit or building performance
≤4	Callbacks per unit per year
≥90 days	Mean Time Between Callbacks
≥99.5%	Equipment Availability
>24 team hours	Accrued repairs hours per unit per year
≤1	Not more than 1 entrapment per unit per quarter

The Contractor must provide the following information to the Purchaser on a monthly basis.

- B. Callback log containing:
1. Service Provider number.
 2. Date and time call was place.
 3. Date and time technician arrived.
 4. Date and time unit was returned to service.
 5. Callback identifier for calls placed due to misuse of equipment or vandalism.
 6. Callback identifier for calls placed due to entrapment.
- C. Maintenance log containing:
1. Service Provider number.
 2. Date of maintenance action.
 3. Description of maintenance.

**APPENDIX C -
DEFINITIONS**

The words or phrases shown below, which appear in this Agreement, are defined as follows.

- A. AHJ: Authority Having Jurisdiction
- B. Pro-Active: Acting in anticipation of future problems, needs, or changes.
- C. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible.
- D. Preventive: To anticipate or act ahead of; to keep from happening.
- E. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.
- F. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
- G. Tenant Sensitive Items: Anything concerning the elevators that tenants can see, hear, or feel.
- H. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
- I. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service / number of out of service events. In the context of this Agreement, refers to Mean Time Between Callbacks.
- J. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
- K. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as "maximum availability - down time / maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability.
- L. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
- M. Rebuild: To repair, especially to dismantle, rewind, machine and or reassemble with new parts.
- N. Fabricate: To construct or manufacture from prepared, standard, or custom components.

**APPENDIX D -
EXTENT AND SCOPE OF SERVICES**

- A. Pro-Active Full Preventive Maintenance: Contractor shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage described hereinafter.
- B. Elevators:
1. Basic Elevator Scope: The services shall include all work and materials expressly required under this Agreement or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:
 - a. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
 - b. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
 - c. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts;
 - d. Governors, including governor sheave shaft assemblies, bearings, contacts, governors' jaws, and all other related components or parts;
 - e. Rope brake devices, secondary braking devices,
 - f. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
 - g. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
 - h. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
 - i. Car and hoistway door gibs, including their attachments to the door panels.
 - j. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
 - k. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges, and light rays), and all other related components and parts;
 - l. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures

- including re-lamping (bulbs furnished by Purchaser), and all other related components and parts;
- m. Alarm bells, emergency stop switches, emergency car lights, and batteries;
 - n. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts;
 - o. Hoist, compensating, and governor ropes or belts and their fastening means, and all other similar or related components and parts;
 - p. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
 - q. Hydraulic: Elevator pump, motor, motor windings, roped hydraulic cables, governors, plunger single or multi-stage, all plunger packings, V-belts, strainers, valves, mufflers, Victaulic fittings, seals, pit oil return units, emergency return unit, oil coolers, emergency return unit and battery.
2. Additional Elevator Scope of Work:
- a. Treat all motor windings, as needed, with proper insulating compound that has been approved by the motor manufacturers. Replace any cracked or badly worn field coil windings.
 - b. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
 - c. Renew all wire ropes or hoisting belts as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes or belts, and, where appropriate, shorten any hoisting device as necessary to provide continued safe operation and maintain normal traction.
 - d. Keep all wire ropes, hoisting belts, and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
 - e. Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.
 - f. Disassemble machine brakes annually, unless otherwise agreed in writing, check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.
 - g. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½" is not available.
 - h. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
 - i. Replace burned out light tubes or bulbs, furnished by Purchaser, in all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be Purchaser's responsibility when accessibility is possible using standard hand tools from inside elevator cab.
 - j. Maintain the emergency telephone, telephone buttons, button contacts, speakers, and wiring from the machine room junction box, in a fully operational condition. Also maintain wiring for the car telephones from the cars to the machine room junction boxes.
 - k. 24/7 monitoring of the emergency communication devices per code requirements.
 - l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels in the main lobby Security Desk, and the complete elevator panel in the Fire Command Center, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
 - m. Maintain, in fully operational condition, Elite type elevator position indicators.
 - n. Any panel that includes integral elevator information within the display.

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- 3) When necessary to extend the useful life of the elevators or any of their components.
 - 4) When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code.
 - 5) When necessary to continue performance of the equipment in accordance with its original design.
 - 6) When necessary to maintain the performance standards specified in this Agreement, including the elevator performance, smoothness, and quietness of operation.
 - 7) When more than one elevator requires repair, Purchaser, upon consultation with Contractor, shall establish priorities of accomplishment.
- f. **Manufacturers' Parts and Lubricants:** In performing the Services, Contractor agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Purchaser.
- g. **Adequate Parts and Parts Storage:**
- 1) Contractor shall maintain an adequate inventory of spare parts and components to permit timely replacement and repairs without delay. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by Contractor, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.
 - 2) Cabinets shall be sufficient in number and size to store all parts, materials, and supplies out of sight. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.
- h. **Prompt Corrective Action:** When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of Contractor's responsibility, Contractor shall proceed immediately to make such replacements, repairs, and/or corrections. If Contractor reasonably believes the corrective action is not within the scope of Contractor's responsibility, and no safety or potential safety problem exists, Contractor shall deliver a written report to Purchaser within seven days of the examination. If a safety or potential safety problem exists, Contractor shall immediately take corrective action at the least possible expense to Purchaser, regardless of scope of responsibility, and make a prompt written report to Purchaser.

**APPENDIX E -
CODE-MANDATED TESTS**

- A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests including but not limited to:
 - 1. Annual no load slow speed test of car safeties, governors, and buffers.
 - 2. Five-year, full load, full speed test of car, governors, and buffers.
 - 3. Quarterly firefighters' service operational tests.
 - 4. Annual pressure relief tests on hydraulic elevators.
 - 5. Annual standby power operation tests on elevators.
 - 6. Monthly operational tests: battery pack car emergency lighting and battery pack car lowering devices or car rescue devices.
- B. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
- C. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- D. Contractor shall provide not fewer than five business days' prior notification to Purchaser of its intention to perform Category 5 rated speed, rated load tests such that a representative of Purchaser may witness the tests. Written reports of all "Periodic" tests shall be submitted to Purchaser. The Agreement Price shall include all such required tests during regular hours.
- E. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent of ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section 00310 Item 1.7 of this Agreement. If the elevators systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Appendix A of this Agreement.
- F. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with Section 00310 Item 1.7 of this Agreement.
- G. Contractor shall affix metal tags for all Category 1 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- H. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.
- I. Contractor is responsible for ensuring all equipment included under Agreement is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.
- J. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the elevator out of service or levies a fine because of missed statutory tests, no additional costs

shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.

- K. Before performing tests of the elevators, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.
- L. Contractor shall be responsible for damages to elevator components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section L above.
 - 1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
 - 2. Interior finishes are EXCLUDED from the contractor's responsibility.

**APPENDIX F -
INSURANCE**

- A. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation or other documentation reasonably acceptable to Purchaser. All insurance shall meet the minimum requirements of this Section 1.17 set forth below. During the term of this Agreement, Contractor shall, continuously maintain the following minimum insurance coverages:

Type of Insurance Coverage	Amount
Workers' Compensation and Occupational Disease	Statutory Limits
Employer's Liability, Including Occupational Disease Coverage	\$1,000,000
Property Damage Insurance for the protection of Contractor and Purchaser, as their interests may appear, covering all of Contractor's personal property, business records, fixtures and equipment located on the Property, and other insurable risks for "all risk" perils, excluding earthquake and flood.	Not less than the full insurance replacement cost of such property and the full insurable value of such other interests of Contractor
E Commercial General Liability, Including Operations, Contractual, and Completed Operations Coverages, Occurrence Basis (further described in B below)	\$10,000,000 Combined Single Limit for Bodily Injury and Property Damage
Commercial Automobile Liability Covering Owned, Non-Owned, and Hired Vehicles Used in the Performance of the Services	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

- B. The Commercial General Liability Insurance shall include, but not be limited to, coverage for death and bodily injury, property damage or destruction (including loss of use), product and completed operations liability, contractual liability, fire legal liability, personal injury liability and advertising injury liability.
- C. All insurance required to be carried by Contractor hereunder shall include the following provisions: (i) shall name..... as additional insureds; (ii) shall release Purchaser, any Property Manager and any lender from any claims for damage to business or to any person or the Property or Building and to Contractor's personal property in the Building or Property, caused by or resulting from risks insured against under any insurance policy carried by Contractor in force at the time of such damage; (iii) shall be issued by Insurance companies authorized to do business in the State where the Building is located with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide; (iv) shall be issued as a primary and noncontributory policy; and (v) shall contain an endorsement requiring at least thirty days' prior written notice of cancellation to Landlord and Landlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy. Contractor shall deliver certificates of such policies together with evidence of payment of all current premiums to Purchaser within thirty days of execution of this Agreement and prior to performance of any Services or work. Any certificate of insurance shall designate Contractor as the insured, specify the Building location, list Purchaser (and its Property Manager and lender, if any) as additional insureds (with the additional insured endorsement attached thereto), and list Purchaser with Purchaser's current address as "Certificate Holder." Contractor shall take all necessary steps to renew all insurance at least thirty days prior to such insurance expiration dates and shall provide Purchaser a copy of the renewed certificate, prior to said policy's expiration date. If Contractor fails at any time to maintain the insurance required by this Agreement, and fails to cure such default within five business days of written notice from Purchaser or Property Manager then, in addition to all other remedies available under this Agreement and applicable

law for such default, Purchaser may terminate this Agreement without further notice or any penalty.

- D. Purchaser and Contractor each release and relieve the other, and waive the entire right of recovery for third party liability and any loss or damage that may occur to the Property, Building or any improvements thereto, or personal property of such party therein, by reason of any cause to the extent that such rights of recovery, claim, action, or cause of action is or would be covered by insurance carried by either party or required to be obtained pursuant to this Agreement. This waiver applies whether or not the loss is due to the negligent acts or omissions of Purchaser, Property Manager or Contractor, or their respective officers, directors, employees, agents, contractors, or invitees. Each of Purchaser and Contractor shall have their respective commercial insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.
- E. Subject to the waiver of subrogation set forth above, nothing in this Agreement shall be construed to mean that Contractor assumes any liability on account of accidents to persons, or property, except those directly, or indirectly, due to acts or omissions of Contractor, its employees, subcontractors, servants, or agents. Contractor shall not be held responsible or liable for any loss or damage to the extent solely and directly due to "Force Majeure" (defined below), with the exception of explosion caused by action or inaction of Contractor, its employees, subcontractors, servants, or agents which shall continue to be the responsibility of the Contractor regardless of Force Majeure. In the event of Force Majeure, dates for performance or completion of any ongoing maintenance or corrective action required shall be extended by such length of time as may be reasonably necessary to compensate for such "Force Majeure."
- F. "Force Majeure" under this Agreement shall mean any delay in performance by either party to the extent resulting from any (i) strikes, lockouts, or labor disputes; (ii) failure of power or other utilities; (iii) inability to obtain labor or materials or reasonable substitutes therefor; (iv) war, governmental action, court order, condemnation, civil unrest, riot, fire or other casualty; (v) extreme or unusual weather conditions, acts of God or unforeseen soil conditions; or (vi) other conditions similar to those enumerated in this Section beyond the reasonable control of the party required to perform (except for financial inability which shall not be considered Force Majeure).
1. If either party is affected by Force Majeure it shall promptly notify the other of the nature and extent of the circumstances in question.
 2. Notwithstanding any provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of the obligation shall be amended accordingly.
 3. If at any time the Contractor claims Force Majeure in respect of the obligations under this Agreement with regard to the supply of the Services, Purchaser shall be entitled to obtain from any other person such Services as the Contractor is unable to provide.

INDEMNIFICATION

- A. The Contractor acknowledges that it has reviewed site and equipment conditions covered by this Agreement prior to the date of commencement of this Agreement. The Contractor shall indemnify Purchaser against any claims during the Term of this Agreement for adjustment, repair, or replacement of all equipment for which the Contractor is responsible under this Agreement.
- B. To extent permitted by law, Contractor shall indemnify and hold harmless Indemnified Parties from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, penalties, judgments, liens, encumbrances, orders and awards, whether foreseen or unforeseen, direct or indirect, special or consequential, all of which are collectively referred to as "claims," howsoever caused, which directly or indirectly relate to or result wholly or in part from, or are alleged to relate or result wholly or in part from:
 - 1. Services performed or required to be performed by Contractor.
 - 2. Any violation of this Agreement by Contractor.
 - 3. Any action or omission of Contractor outside the scope of this Agreement.
 - 4. Utilization of electronic diagnostic devices/capabilities in performance of Services.
- C. Such indemnity shall include reasonable attorneys' fees, experts' fees, court costs, and other related expenses arising out of any matter covered by foregoing indemnity, except to extent of claims excluded under Article 1.17. Contractor shall initially defend claims hereunder on behalf of Indemnified Parties through counsel approved in writing by Purchaser (not unreasonably withheld), until such time as a court of competent jurisdiction determines that exclusion in Article 1.17 applies, or such counsel otherwise has a conflict of interest, or Purchaser's insurer reasonably determines that such counsel's performance is unsatisfactory. Contractor's counsel shall then withdraw its representation of Indemnified Parties and transfer all relevant files and documents to a counsel designated, in writing, by Purchaser or other Indemnified Party. Purchaser, or other Indemnified Party, shall assume responsibility at that time for its defense and payment of its attorney's fees; costs are subject to reimbursement of such reasonable attorney's fees and costs by Contractor unless Article 1.17 applies.
- D. Such indemnity shall not apply to the extent of claims caused by the negligence or willful misconduct of the party or parties seeking to be indemnified, whether determined by a court of competent jurisdiction with all appeals expired or exhausted, or pursuant to a written settlement and release agreement reasonably approved in writing by Contractor and Purchaser, and by their respective insurers, if applicable. For purposes of this clause "negligence" by an Indemnified Party shall not include its passive failure to supervise Contractor.
- E. The term "Indemnified Parties" herein shall mean Purchaser, or Purchaser and their respective subsidiaries, beneficiaries, parents, shareholders, affiliates, directors, officers, partners, agents, servants, and employees of all of the foregoing and anyone else acting for or on their behalf.
- F. Contractor's obligations under this Provision shall survive expiration or earlier cancellation of this Agreement for one year.

APPENDIX G -
CONTRACTOR'S PREVENTIVE MAINTENANCE
SCHEDULE AND MAINTENANCE CONTROL PROGRAM

Contractor to insert MCP Here

APPENDIX H -
SAMPLE MAINTENANCE LOG

SAMPLE MAINTENANCE LOG				
Date	Mechanic	Time of Arrival	Time of Departure	Description of Service

APPENDIX I -
SAMPLE CALLBACK LOG

CALLBACK LOG

Date	Unit №	Time of Call	Person Reporting Issue	Time Mech. Arrived	Date/Time Unit Back into Service

Description of the Problem:
Resolution Description from Mechanic:

Date	Unit №	Time of Call	Person Reporting Issue	Time Mech. Arrived	Date/Time Unit Back into Service

Description of the Problem:
Resolution Description from Mechanic:

ATTACHMENT B – Washington State Prevailing Wage Rates

Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Washington State Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 8, 2021. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 11100 NE 6th Street, Bellevue, WA 98004. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

PERFORMANCE BOND

to Bellevue Convention Center Authority Bond No. _____

The Bellevue Convention Center Authority (Authority) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, Project No. _____ in Bellevue, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the Authority, in the sum of _____ US Dollars (\$ _____) Contract Award Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Signature, Printed Name, Title _____

_____ Date

Bellevue Convention Center Authority
PUBLIC WORKS CONTRACT

Contract Number _____

Elevator Modernization

THIS CONTRACT is made and entered into by and between the Bellevue Convention Center Authority (Owner), located at 11100 NE 6th Street, Bellevue, WA 98004, and _____ a Washington Corporation, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include the Bids, Completed Bid Sheet, Payment Bond, Performance Bond, General Conditions for Bellevue Convention Center Authority (last revised MM/DD/YYYY), modifications to General Conditions, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

EXHIBIT A: Scope of Work

BID dated: _____

SECOND: Potential Modification of Scope of Work: As referenced in Exhibit A: Scope of Work and Bid, The results of the system analysis and subsequent determinations made by the City of Bellevue Fire Official may affect the scope of work and costs. Should the Fire Official require a scope of work that varies from the intent of the Contractor's proposal, Bellevue Convention Center Authority reserves the right to proceed with negotiation of the costs for the mandated changes, cancel the project, or re-issue requests for new proposals with the revised scope, as in its best interests. Should cancellation of the project occur, _____. shall be paid in full for all work completed up until the date of cancellation.

THIRD: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by MM/DD/YYYY.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$5,000 for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Bellevue Convention Center Authority
PUBLIC WORKS CONTRACT

Contract Number _____

Elevator Modernization

Base Bid

\$ _____

ALTERNATES

Alternate Bid No. ____
Alternate Bid No. ____
Alternate Bid No. ____
Alternate Bid No. ____

CONTRACT AWARD AMOUNT=

\$ _____

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of King County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:

Bellevue Convention Center Authority

CONTRACTOR:

By: _____

Signature
Date

By: _____

Signature
Date

Name: _____

Title: BCCA Chairman

Name: _____

Title: _____