



Request for Quotation

LOCATION OF PROPERTY:

1859 Bird St.
Oroville, CA

EQUIPMENT DESCRIPTION:

One Traction Elevator

SERVICE/PRODUCT REQUESTED:

Elevator Modernization

DATE OF REQUEST:

January 6, 2026

JOB WALK DATE/TIME:

January 20, 2026 @ 10 AM

JOB WALK MEETING AREA

Main Lobby

JOB WALK CONTACT:

Sean Colgan – ECA – 916-337-3572

OWNER/MANAGER:

Butte County Office of Education

BID DUE DATE/TIME:

February 3, 2026 @ 1 PM

BID SUBMISSION:

Electronically only to:

tflanagan@bcoe.org

See Instructions to Bidders for further details on bid submission

Part I: Instructions to Bidders

This Request for Quotation is undertaken for the purpose of awarding the modernization of the subject equipment, as well as a full maintenance elevator contract for a period of three years, at 1859 Bird St., Oroville, CA. It is expected, but not guaranteed, that the commencement date of the service contract will be immediately upon award of the modernization contract. The equipment to be modernized and covered under the maintenance agreement is as follows:

Elevator	Elevator ID #	Usage	Speed	Capacity	Elevator Type
1	27559	Passenger	200 fpm	2,000 lbs	OH Geared Traction

A. Questions and Inquiries

Any and all questions and inquiries are to be made in writing via e-mail to sean.colgan@elevatorconsultingassociates.com. No questions shall be answered which are not submitted in writing. No verbal information should be factored into contractor's bid. Bid analysis and award will be based solely on information contained in this bid package and subsequently sent to all bidders in writing.

B. Definitions

Entities and terms found in this document shall be defined as follows:

1. Owner, Building, Manager: Butte County Office of Education
2. Consultant, ECA: Elevator Consulting Associates, Inc.
3. Contractor, Elevator Contractor, Bidder: Each elevator contractor submitting a bid
4. Code: All applicable federal, state and local codes, laws or guidelines of any kind as applied or modified by any authority having jurisdiction, including, but not limited to, elevator, building, electrical and fire code.
5. Agreement: The Elevator Modernization Agreement, including this specification and any/all other documents included as attachments to the base agreement.
6. Work, Project: All labor, materials and equipment of any kind required to complete the entire scope of the modernization as defined in the Agreement and all attachments.

C. Submission of Quotation

1. Quotations shall be submitted electronically as indicated on the cover page.
2. Hard copy submissions are not required.

3. A single document has been provided with this bid package in MS Word format and should be submitted with the Quotation Package. Said document is four pages long and contains the following:
 - a. Pricing page;
 - b. Schedule page;
 - c. Billing Information page.
 - d. Proposed Manufacturer/Additional Information/Contractor Information page
4. Contractor may also submit an additional cover letter and document which may include clarifications or other information deemed relevant to the bid submission. This cover letter may also include voluntary alternates to the scope of work contained herein. Any voluntary alternates shall be clearly described along with the change in price associated with each alternate.
5. In no case should contractor submit any portion of this Request for Quotation other than the MS Word document referenced in Part I, Item C.3.

D. Conditions of Quotation Submission

1. Pricing and terms submitted shall be good for at least 90 days after the date of submission.
2. By signing and submitting a quotation, Contractor warrants that they are fully qualified, licensed and capable of performing all work specified in this package and in the contract which will result from this process.
3. In no way does the submission of a quotation by Contractor imply acceptance of the quotation by Owner. All submissions shall be considered in due time after the deadline. If Contractor's quotation is selected, Owner and Contractor will enter into a formal written contract based on this RFQ package and Contractor's submission. Until such contract is fully executed by both parties, no contractual relationship of any kind shall exist between Owner and Contractor.
4. Owner reserves the right to refuse any submission by any Contractor for any reason at Owner's sole and absolute discretion.
5. Bids which are submitted after the due date/time or which are submitted in an incomplete manner may be excluded from consideration at the sole and absolute discretion of the Owner. Owner has no obligation to inform Bidder of any missing portions of the submission, or to remind Bidder of any submission deadlines or critical dates.
6. Owner is under no obligation to accept the lowest bid submitted. Price will be considered with many other factors to choose the bid which is best suited for the project at the sole discretion of the Owner.

E. Job Walk

1. The bid Job Walk is to be held as indicated on the first page of this RFQ. Contractors are asked to make every effort to attend the Job Walk at the indicated date/time. Contractor

may ask ECA to make alternate Job Walk arrangements, but such request must occur at least 24 hours prior to the scheduled Job Walk. Owner is under no obligation to accommodate such requests, and will do so at their discretion. Requests made for alternate Job Walk arrangements made within 24 hours of, or after the Job Walk, will not be considered.

2. The bid Job Walk is held to provide Bidders every opportunity to examine all subject equipment and equipment spaces. Bidders should ensure that they have all necessary information before leaving the property. No secondary site visits will be allowed.

F. Form of Contract - Maintenance

1. The maintenance contract which will apply to this property is attached to this bid package. Contractors shall provide pricing according to this contract (subject to Exceptions/Clarifications as shown in Section H, below).

G. Form of Contract - Modernization

1. The modernization form of contract is attached to this bid package. Contractor shall examine this contract and provide pricing accordingly (subject to Exceptions/Clarifications as shown in Section H, below).
2. If Contractor has signed a modernization contract with the same Owner/Manager in the recent past, Contractor may make ECA aware of this contract by providing the name of the property and of Owner personnel involved in the project. ECA and Owner will determine if such a form of contract may be used in this case in lieu of the attached contract.

H. Exceptions/Clarifications

The contracts and other specifications and terms included in this RFQ have been specifically written for this property. While exceptions and clarifications are allowed, it should be noted that the number and type of exceptions/clarifications will be heavily weighed in the award decision. The intent of this package is to minimize the need for exceptions and clarifications, however, we do recognize that they are necessary to clarify a Contractor's bid submission. With that said, the following guidelines apply:

1. Contractor must submit all clarifications or exceptions with their quotation package. No clarifications, exceptions, or any other adjustments to the quotation package or terms will be allowed after the bid submission deadline.
2. All clarifications must be clearly listed with reference to the appropriate section/language within this package. Any reference to "Mutually agreeable terms and conditions" will be assumed to mean that the terms and conditions found in this package are fully agreeable to the Contractor.
3. "Standard" clarifications are strongly discouraged. All clarifications and exceptions should be specifically related to this RFQ and must reference the section to which the clarification/exception refers.

4. Clarifications which agree with the specification, contract, or other portion of the RFQ package are strongly discouraged. Only clarifications or exceptions which are counter to or materially qualify or clarify a portion of this RFQ should be submitted.
5. In summary, Contractor must submit all clarifications/exceptions with the original quotation submission. Such clarifications/exceptions should be specifically related to the RFQ package. The Contractor should understand that the goal of ECA and the Owner is to have all necessary information available upon submission so that bid consideration will be as quick and easy as possible, and that all information will be in hand to quickly move to contract once the winning bidder has been chosen.

Part II: Bid Submittal Form

This four-page bid submittal form is the only portion of this RFQ package that should be submitted with contractor's quotation. Contractor may also submit a cover letter and a letter of clarification/exception if desired.

A. By signing this Bid Submittal Form, Contractor acknowledges the following:

1. That he/she is a duly authorized agent of the Contractor and that he/she is authorized to submit pricing and other terms included in contractors submittal.
2. That Contractor has been given an opportunity to review the equipment to be included in any Contract to be awarded as part of this process and that Contractor's submittal is based on the condition of the equipment surveyed with no pre-condition or contingency.
3. That Contractor has reviewed this RFQ thoroughly and that Contractor's submittal contains all clarifications or exceptions thereto. Contractor further acknowledges that no further exceptions or clarifications to the documents included in this RFQ shall be allowed after the quotation is submitted.
4. That Contractor is fully licensed, qualified and able to perform the duties and services described within this RFQ according to the terms of this RFQ as well as standard industry practice and all applicable codes, laws and guidelines set forth by any authority having jurisdiction.

B. Pricing:

1. Total price for elevator modernization per the enclosed specification documents, Including all applicable taxes, according to the terms of this RFQ dated December 1, 2025 on one elevator at 1859 Bird St., Oroville, CA: \$ _____
2. Provide the added cost (or deduct, to be shown as a negative Number) for the following Alternates, which are based on the Specification documents provided and dated December 1, 2025:
 - a. Alternate 1 – Turnkey – Work by Other Trades: \$ _____
 - b. Alternate 2 – Traction Battery Rescue: \$ _____
3. Monthly price for a full service maintenance contract, Including all applicable taxes, according to the terms of this RFQ dated December 1, 2025 on one elevator at 1859 Bird St., Oroville, CA: \$ _____ per month

C. Schedule:

1. Submittals shall be delivered to ECA and Owner within _____ weeks of Contractor's receipt of fully executed modernization contract.
2. Materials shall arrive on site within _____ weeks of Contractor's receipt of submittals approved by ECA and/or Owner.
3. Best possible on-site start date, assuming contract award February 1, 2026: _____
4. Modernization time: _____ Weeks
5. Number of Crane Picks included in bid: _____
6. Craning in base bid shall assume the pick can be done on a weekday starting very early in the morning (4am or the like). Should weekend craning be required by jurisdictional authority or Owner, the following additional cost shall apply (total for all picks): \$_____

Contractor Initials _____

D. Billing Information:

1. Extra Billing Rates – Modernization (rates will apply to all change orders):

Mechanic

Regular Time: \$ _____
Overtime (1.7): \$ _____
Double Time: \$ _____

Helper

Regular Time: \$ _____
Overtime (1.7): \$ _____
Double Time: \$ _____

Repair Team

Regular Time: \$ _____
Overtime (1.7): \$ _____
Double Time: \$ _____

2. Extra Billing Rates - Maintenance

Mechanic

Regular Time: \$ _____
Overtime (1.7): \$ _____
Double Time: \$ _____

Helper

Regular Time: \$ _____
Overtime (1.7): \$ _____
Double Time: \$ _____

Repair Team

Regular Time: \$ _____
Overtime (1.7): \$ _____
Double Time: \$ _____

Contractor Initials _____

E. Proposed Equipment Manufacturers:

Contractor shall indicate below the equipment manufacturer included in their base bid.

1. Elevator Control: _____
2. Selector/Leveling System: _____
3. Drive: _____
4. Machine: _____
5. Rope Brake: _____
6. Governor: _____
7. Roller Guides: _____
8. Door Operator: _____
9. Fixtures (ERM is not approved): _____
10. In-Car Communication: _____
11. Door Reopening Device: _____

F. Additional Information:

1. Contractor shall submit a project schedule assuming a contract execution date of February 1, 2026.
2. Contractor shall submit an overview of their project plan/strategy, including any expected disruptions to the building (crane pick/drop, group out of service, equipment being brought through occupied areas of the property, etc.)
3. Contractor shall submit a statement of any additional work by Owner that is NOT already listed in the specification.
4. Contractor may submit an additional letter or document containing clarifications/exceptions per section H of these instructions (see above).

G. Bidder Information/Signature

1. Contractor Name: _____
2. Contractor Address: _____
3. Contractor Phone Number: _____
4. Contractor License Number: _____
5. Name of Authorized Agent: _____
6. Authorized Signature: _____
7. Date: _____

Part III: Specification/Contract Documents

To follow this page are the following specification/contract documents for your consideration:

- A. Elevator Modernization Specification – Pages 1-56**
- B. Machine Room Work by Others – One Page**
- C. Construction Agreement**
- D. Maintenance Agreement**

EXHIBIT "A"
SCOPE OF WORK



Elevator Modernization Specification

LOCATION OF PROPERTY:

1859 Bird St.
Oroville, CA

EQUIPMENT DESCRIPTION:

One Traction Elevator

SPECIFICATION TYPE:

Elevator Modernization

SPECIFICATION DATE:

December 1, 2025

Part I: General Conditions**A. Elevators to be Modernized**

The following units at the above-referenced property shall be included in the modernization project as defined in this specification:

Elevator	Elevator ID #	Usage	Speed	Capacity	Elevator Type
1	27559	Passenger	200 fpm	2,000 lbs	OH Geared Traction

B. Form of Agreement

1. This Specification was written to be included as an attachment to a modernization or construction form of agreement. Throughout this document, the word "Agreement" shall refer to that agreement, as well as any/all attachments, including this specification. It is acknowledged that, in some cases, terms and conditions found in this Specification may overlap with terms and conditions found in the Agreement. In most cases, such overlap will occur because this Specification has terms specific to an elevator modernization, versus the Agreement which is a general document. Wherever overlap or conflict exists within or between any portion of the Agreement and any attachment, the most stringent terms and conditions shall apply.
2. If any conflict or discrepancy occurs in this specification with respect to the work specified, Contractor shall notify ECA immediately so that ECA may issue an appropriate amendment to the specification. If such a conflict or discrepancy is discovered after the award of the Agreement, it shall be assumed that Contractor has bid according to the more expensive option. In no case shall a chargeable change order result from a conflict or discrepancy within the Agreement.

C. Scope

1. The scope of this specification and the resulting Agreement is for the complete modernization of the subject elevator equipment. Contractor is fully responsible for all work required to perform the modernization according to industry standards and all applicable codes, laws and guidelines as modified by any authority having jurisdiction, except where specific tasks and functions are explicitly stated within the Agreement to be the responsibility of another party.
2. Contractor shall supply all labor, equipment and material needed to perform the entirety of the work specified in the Agreement.
3. Any labor, materials or equipment of any kind required to perform the complete and code-compliant modernization but not particularly specified, detailed or described in this specification or the Agreement, are assumed to be included in Contractor's scope of work under the Agreement.
4. In the event that any labor, material or equipment required to complete the intent of the project is apparently omitted or otherwise not specified in this specification or the Agreement, it shall be assumed that the best industry practice shall apply. In such a case, interpretation shall be made by mutual agreement of Owner, ECA and Contractor, according to best industry practice.

D. Price

Pricing for this modernization is listed in the master Agreement. Note that any pricing noted includes any and all applicable tax of any kind.

E. Relationship of Parties

1. It is understood that Contractor at all times will solely have the role as an independent Contractor. In no way does the Agreement establish any other relationship between the parties, including, but not limited to, partnership, joint venture, or employer/employee. Contractor shall have no right to enter into any relationship, Agreement, contract or otherwise on behalf of Owner, nor otherwise make any commitment on Owner's behalf.
2. Contractor shall not subcontract any work under the Agreement without written consent of the Owner. Should Contractor wish to employ a Subcontractor, Contractor shall submit a proposal including the work to be done, the period of time involved, and the name and all company information of the Subcontractor. Owner reserves the right to reject the use of any Subcontractor at Owner's sole discretion. Any Subcontractor will be required to meet all insurance requirements established by Owner, as well as any other requirements established by Owner at Owner's sole discretion.

F. Compliance With Law

1. Contractor shall at all times operate under and abide by all applicable laws, codes and regulations established by any local, state or federal authority having jurisdiction over the subject property and the equipment listed in Agreement and pertaining to any work performed under the Agreement.
2. Contractor shall likewise operate at all times according to any and all federal, state and local employment law, and shall otherwise operate their business according to all applicable laws, codes, guidelines as may apply.
3. Contractor shall provide equal opportunity for employment for all persons without regard to gender, race, ethnicity, national origin, age, disability or veteran status.
4. Contractor shall acquire and maintain all applicable licenses, permits, approvals or waivers of any kind required to perform the subject work. Contractor shall bear the sole expense of acquiring or renewing said applicable licenses, permits, approvals or waivers.
5. All work under the Agreement shall comply with all applicable codes, laws and guidelines, as may be amended by local authority. In the case of conflict, the most stringent law, code or guideline shall apply.
6. The Agreement shall be governed under the laws of the State of California.

G. Employees

1. Contractor shall at all times employ competent employees who are properly trained, qualified and, where applicable, licensed to perform the work under the Agreement. Contractor shall ensure that all employees are able to perform all duties legally and safely under all applicable laws, codes and guidelines of any authority having jurisdiction.
2. Such employees shall at all times remain under the employ of the Contractor and shall be directly paid by Contractor. Contractor shall likewise be solely responsible for payment of all taxes, benefits, and other compensation required.
3. Contractor's employees shall comply with any and all operational procedures, rules and guidelines specific to the subject property. At no time shall Contractor or Contractor's employees engage in any actions, practices or behavior which would negatively affect Owner's ability to conduct business at the property.
4. Contractor and Contractor's employees shall work in a cooperative manner at all times with Owner's employees and employees of any other trades operating at the subject property. Contractor's employees shall not at any time cause any strife or difficulty with employees of any other company, including Owner, working at the property.
5. Contractor is solely and completely responsible for the actions of its employees while on the subject property. Contractor shall be financially responsible for the repair of any damage caused by employees at the subject property.

6. At no time shall any of Contractor's employees bring on to the subject property any alcohol, illegal drugs, firearms or other weapons or explosives, or any other item which is illegal or would present a hazard to the employee or any other person at the property, or which would hinder the employee's ability to successfully and safely carry out his/her work.
7. Owner reserves the right to require the removal of any of Contractor's employees from the subject property, either temporarily or permanently, at Owner's sole discretion. Owner shall provide Contractor with the reason for the request, and may, at Owner's sole discretion, agree to allow the return of said employee with an action plan by Contractor to correct the reason given for removal.

H. Safety

1. Contractor shall be fully responsible to train all employees in any and all safety procedures, practices and precautions required for them to execute the work under the Agreement in the safest possible manner.
2. Contractor shall provide all employees with all tools and equipment necessary for the safe execution of their work.
3. Contractor agrees to comply with any and all regulations relating to safety as set forth by OSHA or any other governmental entity or authority having jurisdiction.
4. Contractor shall provide Owner upon request Material Safety Data Sheets (MSDS) for all applicable materials used in the completion of the work under the Agreement. MSDS shall be kept at all times in the elevator machine room in a binder that is accessible to all personnel working therein. MSDS shall also be submitted to Owner to be kept on file in the Owner's on-site office. Any new or modified MSDS shall be submitted to Owner the same day that the new or modified material is first brought on site.

I. Insurance

Contractor shall, at its own cost and at all times during the term of the Agreement, carry the insurance coverage itemized below. Contractor shall carry insurance no less than the limits listed below, or as required by law, whichever is greater. Insurance shall be provided by companies authorized to do business in the State of California and which are approved by the Owner, with a minimum A.M. Best rating of A7. Certificates of insurance shall be provided to Owner in advance of any work being performed under the Agreement, listing Owner as additional insured, as well as other parties as provided by Owner upon signing of the Agreement. Contractor shall waive all rights of subrogation against Owner and all other parties named as additional insured. All policies below shall be primary liability and not excess liability over any policies held by Owner or any other additional insured party. Any policies held by Owner or other additional insured parties shall be deemed excess and non-contributory to Contractor's insurance. In no way do the limits set forth herein represent the limits of liability of Contractor under the Agreement including, but not limited to, claims rejected by Contractor's insurance company. Contractor agrees to provide at least 30 days written notice to Owner in the event of any cancellation or revision of insurance policies. Any subcontractors used by Contractor shall likewise meet all requirements listed in this section.

1. Commercial General Liability on an occurrence form with coverage to sufficient to protect the interest of all additional insured parties including, but not limited to, Broad Form Property Damage (including Completed Operations), Products/Completed Operations, Personal Injury, Contractual Liability, Broad Form Liability, and Independent Contractors:
 - a. Bodily Injury: \$1,000,000 each occurrence, \$1,000,000 general aggregate
 - b. Property Damage: \$1,000,000 each occurrence, \$1,000,000 general aggregate
2. Automobile Liability covering any auto, including Owned, Non-Owned and Hired, including Bodily Injury and property damage, with limits of \$1,000,000 per occurrence, \$1,000,000 aggregate.
3. Workers Compensation in full compliance with applicable Statutory Requirements and all federal, state and local laws.
4. Employer's Liability insurance with limits of \$1,000,000 per accident per employee, \$1,000,000 per disease per employee, and \$1,000,000 per disease policy limit
5. Umbrella Liability insurance to provide coverage in excess of the limits listed above in the amount of \$5,000,000 per occurrence, \$5,000,000 aggregate.

J. Indemnity

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and all other parties named as additional insured in Contractor's insurance endorsement, as well as the owners, employees, affiliates, shareholders, partners, heirs, successors, legal representatives and independent contractors of Owner and the additional insured parties, including Elevator Consulting Associates Inc. and its owners and employees, from and against all liabilities, claims, suits, losses, actions, fines and penalties of any kind, including, without limitation, investigation costs, court costs, costs of litigation and reasonable attorneys' fees arising from, incidental to, or in any way related to the acts, actions, errors or omissions of Contractor or Contractor's employees under the Agreement, including, but not limited to:

1. Contractor's work under the Agreement, including acts, actions, errors or omissions, whether negligent or not, including willful misconduct of fraud;
2. Any breach of the Agreement by Contractor;
3. Any claim made by Contractor or Contractor's employees for workers compensation benefits, salaries, taxes, pensions or any failure of Contractor to pay any benefits or taxes;
4. Contractor's failure to comply with code or law, or any infringement on copyright or patent by Contractor;
5. Any claim made by any Contractor Employee including, without limitation, for wrongful termination, hostile work environment, bodily injury or death;

6. Any claim made by tenants or others located in the subject property for property damage caused by Contractor's employees;
7. Failure of Contractor to gain or maintain adequate insurance as required under the Agreement.

Contractor shall indemnify Owner and other indemnified parties from and against Contractor's own acts, actions, errors and omissions, but not from and against the actions of Owner and other indemnified parties. Neither party shall be responsible for events or occurrences outside of their reasonable control.

K. Liens

Assuming Contractor has been paid in full for services rendered under the Agreement, Contractor shall waive all right to lien the property under current or future law for work or services performed in connection with the Agreement. Contractor agrees to pay promptly for any subcontracted labor, or any materials, goods or other services associated with the Agreement. Contractor agrees to indemnify, defend and hold harmless all indemnified parties from and against any and all liens or other claims against the property resulting from any labor, services or materials used in connection with the Agreement. Contractor agrees to, in all cases, keep the Property free and clear from any and all liens, claims or other encumbrances associated with the work or services performed under the Agreement. Contractor agrees, when applicable, to execute any lien releases required by Owner's policies.

L. Patents/Copyrights

Contractor agrees to indemnify, defend and hold harmless all indemnified parties from and against any and all claims, judgments or actions regarding any patent or any copyrighted material in conjunction with any work performed under this Agreement.

M. Release of Information

1. Contractor shall not, without prior written consent from Owner, release or discuss publicly any details of the Agreement or the project.
2. Contractor shall not release or discuss publicly any specific information about the subject property, the project or the equipment covered under the Agreement. This includes discussion of any operational details of the equipment, including reliability, shutdowns, entrapments, etc.
3. Contractor shall not, without prior written consent from Owner, reference the Owner or Owner's name or logo, or the subject property, the project, or the equipment contained therein in any news release, website, or other marketing material.
4. Contractor shall not place Contractor's logo on any visible piece of equipment, including the elevator car station or other fixtures, in any case without written authorization from Owner.

N. Records

1. Contractor shall maintain complete and accurate records of all time spent on the property,
2. Contractor shall otherwise keep complete records of any and all work or other transactional activity related in any way to the Agreement. Records shall be retained for a period of not less than five years.

O. Notices

Any notice, demand, consent or other communication required or allowed under the Agreement shall be hand-delivered or delivered by mail, courier or other delivery service to the addresses listed below. The date the notice is delivered at the subject address shall be the date of record for the correspondence.

1. For the Owner:
Butte County Office of Education
1859 Bird St.
Oroville, CA 95965
Attn: Thomas Flanagan II
2. For the Contractor:
Owner name
Address 1
Address 2
Attn:

P. Assignment/Successors

The Agreement shall be binding upon all successors and/or permitted assigns of either party, unless the Agreement is terminated according to terms found in the Agreement. Contractor shall not assign the Agreement or any portion thereof to any other party without express written consent from Owner. Such consent shall not be unreasonably withheld.

Q. Amendment/Change Order

1. The Agreement may be amended from time to time with the mutual consent of Owner and Contractor. Such amendment shall be in writing and shall be executed by both parties. The effective date of the amendment shall be clearly noted on the notice to amend. Unless specifically agreed by both parties, amendments shall not be retroactive and shall commence upon the date indicated on the notice to amend.
2. Should any Amendment or Change Order be agreed to which results in additional cost, Contractor may bill such work on a time and material basis. In such a case, the labor rates used to calculate the cost shall be as follows:

Mechanic

Regular Time: \$
Overtime (1.7): \$
Double Time: \$

Helper

Regular Time: \$
Overtime (1.7): \$
Double Time: \$

Repair Team

Regular Time: \$
Overtime (1.7): \$
Double Time: \$

3. Charges for material in any change order shall be chargeable at Contractor's cost plus 10%. Contractor agrees to justify Contractor's material cost upon request.

R. Section Headings

It is understood that section headings found in the Agreement are solely for ease of use and do not constitute a substantive portion of the Agreement. In no way shall section headings limit, modify or otherwise affect the scope of the Agreement.

S. Singular/Plural

Throughout the Agreement, it shall be understood that the use of singular shall also constitute plural meaning, and that the use of plural shall also constitute singular meaning.

T. Waiver

In no case shall the failure of either party, whether implied by conduct or specified verbally or in writing, to enforce any portion of the Agreement or to require strict compliance with the terms of the Agreement constitute a waiver of said requirements.

U. Partial Invalidity

If any provision in the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force without being invalidated in any way.

V. Time of the Essence

Time is of the essence in Contractor's performance of the services of the Agreement, and of any extra services performed in connection with or resulting from the Agreement.

W. Payment Schedule

The following payment schedule shall apply to this project:

1. Down payment/engineering: 25% of contract value;
2. Delivery of material to jobsite: 40% of contract value;
3. Progress of work: 35% of contract value, billed evenly each month during on-site work;
4. Retention: 10% of each payment shall be held as retention, and shall be paid in full at the completion of the project. The completion of the project shall be defined as the time when all elevators have been inspected by jurisdictional authority and returned to permanent service, and when all punchlist items have been completed to the satisfaction of Owner and ECA.

Part II: Owner Responsibility

A. Note to Contractor

1. The work and tasks listed in Part II of this specification are acknowledged to be the responsibility of Owner, with the exception of Section C, which will be entirely subcontracted by the Elevator Contractor.
2. Contractor is fully responsible for providing a comprehensive and complete turnkey proposal for all work listed in Section C.
3. Contractor must include and list in their bid any/all items not listed in this specification which Contractor deems Owner or Others are responsible for during the modernization. Pricing for such work shall in all cases be included in Contractor's bid price.
4. If Contractor does not list an item in their bid which later becomes necessary, Contractor shall be responsible for the cost of that work. However, it is acknowledged that work which is latent or concealed and could not have been reasonably noted by Contractor during the walkthrough is the responsibility of Owner, assuming the work is typically performed by Owner or other trades.
5. Examples of work not listed here which must be verified during the walkthrough and listed in the bid include, but are not limited to, the following:
 - a. Do job conditions and the contractor's plan include relocation of any equipment (particularly machine room equipment) such that Others will need to alter the location of any electrical runs, fire and life safety equipment, etc?
 - b. Do the floor, walls and ceiling of the elevator cab in their existing location hinder Contractor's ability to work on or install new car stations or other cab appurtenances?
 - c. Are any permanent or temporary structural modifications required for Contractor to bring in or take out elevator equipment?
 - d. Are there any hazardous conditions or materials observed that would require action to correct, remove or abate prior to project commencement?
 - e. Are there any potential issues with the building's electrical infrastructure that would require additional electrical work?
 - f. Does Contractor believe that any portion of the specification shall cause the elevator system weight to exceed the crosshead weight by more than 5%, or does Contractor have any reason to believe that the system weight may already exceed the crosshead weight by 5% or more? If either is the case, do the existing counterweight frames have room to accommodate extra weight?

- g. If Contractor intends to provide remote monitoring type equipment for the elevators, Contractor must list requirements for phone lines or other infrastructure to be supplied by Owner.

B. Time of the Essence

1. Owner acknowledges that their input and approval will be required at times during the project. Delay in such items may result in delays in the project schedule. Any delays in the project schedule as a result of delays by Owner or Owner's subcontractors will be allowed with no penalty to Contractor.
2. Owner acknowledges that the project schedule will not begin until fully executed modernization Agreement is received by Contractor. Contractor shall produce a final contract schedule based on the date Contractor received executed Agreement.
3. Owner further acknowledges that, unless otherwise agreed during bid negotiations, Contractor will not begin engineering or order any equipment for the project before receiving fully executed modernization Agreement.
4. Owner shall be responsible for choosing various fixture styles and finishes, and potentially making other decisions relating to cab interiors, locations of buttons or fixtures, locations of EMS stations, project schedule, etc. This includes approval of shop drawings by Owner or ECA. Delays in Owner making such decisions or providing such approvals which delay the schedule of the work will result in permitted delay to Contractor's work and thus the overall project completion.
5. **Note to Contractor:** It is Contractor's sole responsibility to make Owner aware of any decisions or approvals to be made by Owner. If Contractor does not alert Owner to any date by which any decisions or approvals must be made or completed, resulting delays in the project will be deemed the responsibility of the Contractor. Extensions to the project completion date will therefore not be allowed, and any liquidated damages or other penalties will apply if the original project completion date is not achieved.

C. Work Required by Other Trades

1. **Note to Contractor:** Contractor shall include all work of any kind in this section under Alternate 1. The exception is that the Owner shall supply the phone line and be responsible for providing site access and storage for Contractor/subcontractor equipment.
2. Contractor shall ensure that all work is to be done according to applicable elevator, building and fire code, as modified by local jurisdictional authority. The items below are organized according to trade, so that the lists may be divided and shared with various subcontractors.
3. Electrical – Contractor shall supply electrical requirements for new equipment to be installed for the purposes of performing the following work:
 - a. Main Line Disconnect(s): Provide all power to the elevator systems, according to the requirements of the new equipment. This shall include a mainline disconnect switch for each elevator which shall be fused and lockable in the open position, including

fuses as applicable. A ground wire shall be provided and distributed within the machine room to each elevator controller. Contractor shall review the power requirements for the new elevator system to verify the existing building electrical system shall be sufficient to operate the new elevator system. Existing branch and feeder wiring in the machine room shall be reviewed and upgraded as needed per code and equipment requirements. If needed Contractor shall adjust the position of any drop locations as needed to accommodate a new machine room equipment layout.

- b. Car Lighting: Provide 120V single phase fused and lockable disconnect switch per elevator with feeder wiring to each controller to control elevator car lights and fans.
- c. Machine Room Lighting: Illumination of elevator machine rooms shall not be less than 19 foot-candles at the floor level. The light fixture(s) shall be externally guarded to prevent contact and accidental breakage. The lighting control switch shall be located within easy reach of the access point to the elevator machine room. Where the elevator machine room is directly accessed by a door, the light switch shall be located on the strike side of the door.
- d. Machine Room GFCI Outlets: Provide 120V 15 or 20 ampere duplex GFCI protected outlets in machine room and secondary spaces.
- e. Pit Lighting: Illumination of elevator pits shall not be less than 10 foot-candles. The light fixture(s) shall be externally guarded to prevent contact and accidental breakage.
- f. Pit Light Switch: An illuminating pit light switch shall be so located as to be easily accessed from the elevator opening at the bottom landing.
- g. GFCI Outlet - Pit: Provide a 120V 15 or 20 ampere duplex GFCI protected outlet in each hoistway pit. Where sprinklers are located in the elevator hoistway, the pit GFCI outlet fixture shall be weatherproof (NEMA 4) if located less than 48 inches above the pit floor and the wiring shall be identified for use in wet locations.
- h. Pathway Lighting: Wherever the path to any machine room or any machine space crosses an area that is not properly and safely lit with at least 10 footcandles along the walking access path (typically on a roof), provide pathway lighting accordingly.
- i. Contractor shall provide an electrician for the inspection of the elevators by jurisdictional authority, as neither the elevator contractor nor the inspector is allowed to open the disconnect during the inspection.

4. Fire and Life Safety

- a. **Smoke Detectors:** The Safety Code for Elevators and Escalators requires automatic elevator recall operation upon activation of a smoke detector in an elevator machine room, elevator hoistway and/or any elevator lobby. The elevator lobby main recall floor smoke detector must provide an independent signal to the elevator control system to recall affected elevators to an alternate recall floor. Smoke detectors located in elevator machine rooms and hoistways require a special signal to the elevator control system that initiate flashing of the in-car fire hat indicator in addition to elevator recall operation. In the event that the elevator machine room is located on the same floor as the main recall floor, a signal from the fire system is required to initiate flashing of the in-car fire hat indicator as well as alternate floor recall operation. Smoke detectors in elevator hoistways are required when sprinklers are located in the hoistway higher than 24 inches above the elevator pit floor. Where elevators have a hoistway smoke detector at or below the bottom floor, a signal from the fire system is required to initiate flashing of the in-car fire hat indicator as well as alternate floor recall operation. When elevators do not share a common hoistway, where applicable, a smoke detector is required in each hoistway. When elevators do not share a common machine room, a smoke detector is required in each elevator machine room.
- b. **Elevator Machine Room and Hoistway Sprinklers:** In some jurisdictions, sprinklers in elevator machine rooms and/or elevator hoistways located higher than 24 inches above the pit floor must be accompanied by heat detectors to automatically disconnect main line power prior to the application of water. This is commonly referred to as "shunt trip operation". The Electrical Code requires that no provision shall be made to open or close the disconnecting means from any other location than the elevator equipment room and that following shunt trip operation power shall only be restored by manual means. The local fire authority must be consulted to determine if sprinklers in machine room and hoistway will need to be removed, or if shunt trip operation must be added. Where shunt trip operation is added in elevator hoistways, it must be accompanied by smoke detectors, and both the smoke and heat detector that actuates shunt trip operation must be accessible from outside the hoistway.
- c. **Pit Sprinklers:** Wherever possible, pit sprinklers should be located within 24" of the pit floor.
- d. At this property, the current layout of fire and life safety systems is as follows:
 - i. **Elevator Machine Room(s):** None
 - ii. **Hoistways:** None
 - iii. **Pits:** None
 - iv. **Lobbies:** Smoke detectors only at levels B and 2

- e. Considering the current equipment installed and the guidelines listed above, smoke detectors will need to be added in the machine room and level 1 elevator lobby, complying with signaling requirements described in Part II, Item C.4.a. There are no sprinklers and none will need to be added. Note that all equipment must be verified to be in proper working order according to all applicable elevator and fire code, as modified by local jurisdictional authority.
- f. Fire Control Panel: In the event the elevator modernization project requires the addition of alternate floor elevator fire recall operation or the installation of additional smoke detectors and/or heat detectors, modifications to an existing fire control panel or a new fire control panel may be required. Owner's fire and life safety vendor should be consulted to verify whether the existing panel is sufficient or will require modification or replacement.

5. HVAC: Contractor shall supply heat output information for new equipment to be installed for the purposes of performing the following work:

- a. Temperature: The elevator machine room shall maintain an ambient temperature between 50 and 90 degrees Fahrenheit with relative humidity not to exceed 85% based on scheduled heat generation. Air conditioning equipment shall be accompanied by a thermostat located in the machine room that controls the temperature in that room. Contractor to determine location for a split system or similar air conditioning system to keep the elevator equipment within the required temperatures.

6. Communication:

- a. In-Car Communication: Owner shall supply one dedicated (non-PBX) phone line per elevator to be terminated in the elevator machine room. Contractor shall install wiring from unit to the phone jack in the machine room.

7. General:

- a. Owner shall allow access to elevator, elevator machine room, pits, and hoistway with access from the top floor as needed during the project according to the project schedule and agreed-upon building operational requirements.
- b. Storage: Owner is to provide on-site storage for Contractor's use during the project. Stored items are typically staged elevator equipment and tools and other equipment required for the project. Approximate storage space required is the equivalent of two standard-sized parking spaces. Owner shall take steps to ensure that no unauthorized personnel can access the storage area.

- c. Machine Room Modifications: See attached machine room diagram showing requirements as dictated by the State Elevator Unit to construct a machine room that is separated from the rest of the equipment in the roof room.
- d. Fire Extinguisher: Provide a code-approved ABC Type fire extinguisher in machine room.
- e. Ventilation: Elevator hoistways are required to have the ventilation requirements as defined by the applicable Building Code at the time of the original installation. If the elevator modernization entails alteration of the hoistway that affects the means used to prevent the accumulation of smoke and hot gases, the hoistway ventilation must meet the requirements of the current Building Code. In this case, no change to the hoistway ventilation is required.
- f. Recesses and Setbacks: The Safety Code for Elevators and Escalators does not permit hoistway recesses or setbacks more than 2 inches on sides not used for loading and unloading unless they are necessary for the installation of elevator equipment. Any existing hoistway recesses or setbacks greater than 4 inches may require the projection to be beveled at an angle not less than 75 degrees with the horizontal. A local elevator inspector should be consulted to determine if beveling shall be required.
- g. Asbestos: Contractor shall contract for abatement of any asbestos located in any elevator machine space. Contractor shall identify other hazardous conditions in their bid and include pricing for addressing those items as well.
- h. Cutting and Patching: Elevator Contractor shall be responsible for all cutting, coring, rough patching and finish patching for the project. This provision shall supersede any provision to the contrary in the master Agreement for this project.
- i. Pit Drainage: No addition of pit drainage will be required.

Part III: Responsibilities of Contractor

A. During Bidding Process

- 1. Thoroughly read this entire bid document, including the Instructions to Bidders as well as the Specifications and Agreements. Contractor is assumed to have read all documents in submitting a bid. The failure of Contractor to read or understand any portion of the RFQ documents shall not excuse Contractor from complying with all conditions and sections found herein. Contractor's bid will be evaluated assuming Contractor has bid according to the entire package, unless Contractor has noted specific exceptions in their bid.

2. Attend bid job walk and perform a thorough survey of the property and subject equipment. As much time as is needed will be provided for Contractor to gather all data required to submit a complete quotation per these specifications. Contractor will not be allowed to change their bid terms or price based on items missed during the job walk, except for conditions which were legitimately concealed and could not have reasonably been observed during the job walk.
3. Contractor shall submit their quotation on time and according to the instructions found in Part I, Section C of the Instructions to Bidders.
4. Contractor shall include in their bid the following:
 - a. Completed Bid Submittal Form (four pages).
 - b. Preliminary Project Schedule assuming a start date as indicated on the Bid Submittal Form.
 - c. Preliminary Project Plan including any expected disruptions to the building (crane pick/drop, group out of service, equipment being brought through occupied areas of the property, etc.).
 - d. Statement of Additional Work by Others according to instructions in Part II, Section A of this specification.
 - e. Contractor may submit an additional letter or document containing clarifications/exceptions per Section H of the Instructions to Bidders (see above).

B. During Bid Evaluation Period

1. Bidders who are being considered for project award shall respond to all requests for information within 48 hours of receiving a request from Owner or ECA.
2. Bidders shall attend interviews as required to allow Owner and ECA to fully understand Contractor's quotation and project plan.
3. In the event a Contractor is chosen to proceed into contract negotiations, Contractor shall negotiate in good faith and make any necessary personnel available in a timely manner to swiftly complete the negotiation process.

C. Within One Week of Contractor's Receipt of Fully Executed Modernization Agreement

1. Contractor shall deliver to Owner and ECA a project schedule updated so that the project begins on the date the Agreement was actually received. Project schedules shall be shared via e-mail in PDF format (not in MS Project or another application which Owner is unlikely to have installed on their computer).
2. Contractor shall submit electrical and heat emission details to ECA and Owner.

3. Contractor shall weigh the elevators per Part IV, Section B of this specification. This may be delayed depending on when the Contractor takes over maintenance on the property. Contractor shall discuss the actual date this test is to be performed with ECA within one week of receipt of executed Agreement.
4. Contractor shall begin their project engineering process. Such process shall include a thorough site inspection, according to the following guidelines:
 - a. Contractor shall thoroughly inspect the site conditions, verifying all measurements, conditions, surfaces, access paths, etc. to ensure that Contractor is fully versed on the details of the jobsite and thus of the project.
 - b. Contractor shall reassess all bid documents previously submitted, in particular whether any changes are required to work by Owner or Contractor's project plan.
 - c. Contractor must report to ECA and Owner within 7 calendar days of this project visit any of the following items:
 - i. Contractor shall detail additional work by Others not listed in this specification or in Contractor's previous bid submittal.
 - ii. Contractor shall report on any items they find, whether or not listed in this specification, which may affect Owner's cost, project time, or any other major details of the project.
 - iii. Note that this also includes identification of any hazardous materials and/or conditions observed at the jobsite which would require attention prior to Contractor's mobilization.
 - iv. If Contractor notes any ambiguities, discrepancies, or any other items within this specification or the modernization Agreement, Contractor must alert ECA to these items so that a course of action may be chosen and Amendments/Change Orders produced accordingly.
 - v. If Contractor does not report to ECA within 7 days of this initial visit any of the above items or any other discrepancy of any kind between the specification and Agreement and the actual conditions of the property and thus Contractor's project plan, it shall be assumed that Contractor shall proceed according to the Agreement without the need for Amendment or Change Order due to conditions found at the property. Further, it shall be assumed that Contractor did not identify any additional work to be performed by others. Any additional costs identified after this date due to project conditions which were present during this jobsite visit shall be borne by the Contractor.
 - d. Contractor shall engineer and order equipment solely based on their survey and not on any information contained in the specification. By ordering equipment for the project, Contractor agrees that they have been given ample opportunity to survey

the site and takes full responsibility for the suitability of the equipment ordered for the particular project. In no case shall ECA or Owner be responsible for any rework or purchase of any additional equipment due to the equipment being unsuited for the project, even if such equipment is specified herein.

5. Following the site visit described above, Contractor shall immediately commence engineering the project and producing approval drawings and/or submittals for the project. Approvals for the project shall be as follows:

- a. In all cases, Contractor shall submit layout drawings for all fixtures to be installed, to include car stations, hall stations, car or hall lanterns, fire control panel, Braille plates, key switches, etc.
- b. Contractor is assumed to have submitted a list of proposed equipment manufacturers with their bid. ECA will inform Contractor of any manufacturer or product listed for which ECA requires a submittal. If ECA does not inform Contractor that submittals are required for any of those manufacturers/equipment, Contractor need only submit fixture drawings as listed above.
- c. When ECA does inform Contractor that submittals are needed for products or manufacturers, Contractor shall submit cutsheets and other product information as required.
- d. Unless otherwise noted by ECA, electronic submittals by PDF (not AutoCAD or any other design program) are allowable and preferred. ECA will print, stamp, scan and return submittals to Contractor by e-mail.
- e. Should Contractor or Contractor's vendor require hardcopy stamped submittals, Contractor shall mail hardcopies to ECA, which will be stamped and returned. Contractor shall contact ECA in advance to determine which address such submittals should be sent to.
- f. Contractor shall not order any equipment for which submittals are required without written approval from ECA and/or Owner. Should Contractor order any equipment without such approval, any costs necessary to modify that equipment or to order new equipment should the equipment ordered not meet Owner's preferences or the specification or Agreement shall be borne by Contractor.
- g. Approval of submittals by ECA and/or Owner does not excuse Contractor in any way from providing and installing equipment that is fully code-compliant, compliant with ADA and CBC Chapter 11B, and compliant with this specification. If any issues are found after manufacturing or installation which require re-work, having stamped or approved submittals by ECA and Owner shall not excuse contractor from paying for new equipment and providing labor to remove/reinstall or rework the installed equipment, and no additional charges shall apply for any reason in such a scenario.

D. Within Four Weeks of Contractor's Receipt of Fully Executed Modernization Agreement

1. Approximately four weeks after Contractor receives the executed Agreement, a project kickoff meeting shall be held at a location and time to be chosen by Owner. It is preferred that Contractor has finished engineering and has produced preliminary approval drawings prior to this meeting. The actual meeting date will be arranged to coincide with Contractor having those items completed.
2. The Contractor shall have the following deliverables prepared for the meeting:
 - a. Project Schedule: The schedule is expected to have additions versus previous schedules, as follows:
 - i. Contractor shall indicate on the schedule critical dates by which information or approvals are needed by Owner.
 - ii. Contractor shall indicate schedule for completion of work by others.
 - iii. Contractor shall indicate on the schedule any dates where major disruptions may occur, as indicated below.
 - b. Detailed Project Plan: Contractor shall modify the project plan submitted with their bid to indicate details of their plan to complete the modernization as efficiently as possible and with as little disruption to Owner and Owner's tenants as possible. In particular, the plan must list any expected disruptions to the property which are anticipated during the project including, but not limited to, the following:
 - i. Crane pick/drop;
 - ii. Moving equipment into or out of the property along pathways visible to tenants;
 - iii. All wire rope replacements;
 - iv. Any work which would produce a level of noise which would be audible to any tenants;
 - v. Any work which requires burning or would create an odor detectable to tenants (this includes painting);
 - vi. Any time when dispatching for a group of elevators will be taken out for more than 15 minutes at a time;
 - vii. Any time when any floor normally served by an elevator will be without elevator service for more than 15 minutes at a time;
 - viii. Any other item which Contractor can reasonably determine would cause distraction or inconvenience to the Owner or Owner's tenants;

- ix. If Contractor's project plan includes any of the items listed above, or any other items which may cause distraction or inconvenience, Contractor shall include in their bid reasonable cost to perform such work outside of Owner's normal hours of operation.
- x. Contractor is solely responsible for creating a project plan which minimizes disruption and inconvenience to Owner at no additional cost. Contractor shall not be entitled to extra compensation after bid submittal should it be deemed that any disruptive items need to be performed outside of normal hours.

- c. Results of cab weighing (if not already reported to Owner and ECA).
- d. Evidence that rope gripper installation plan has been approved by a licensed professional engineer, and/or code authority, as applicable.
- e. Contractor shall bring to the meeting samples of fixtures from Contractor's preferred fixture supplier to aid Owner in choosing fixtures for the project.

3. Contractor shall also be prepared to discuss the following items:
 - a. Storage needed for the project;
 - b. Parking requirements;
 - c. Special operations which may be included in the specification;
 - d. Work by Others – the meeting will include a detailed review of work by Others to ensure all parties agree on the exact scope of work and timing for all work performed by Others or any party other than the Elevator Contractor.

E. After Kickoff Meeting and Before Mobilization

1. Contractor shall inform ECA and Owner within 24 hours of learning of any delays to the project schedule of any kind, including, but not limited to, delays in the delivery of materials to the jobsite.
2. Contractor shall attend additional project meetings as needed to ensure smooth coordination of the project.
3. If required (as determined in kick-off meeting), Contractor shall set up a consultation with local elevator authority to provide comment and guidance on any questionable areas of the project, including work to be performed both by Elevator Contractor and by Others. This visit shall not be chargeable to Owner.
4. Contractor shall provide all standby time needed for all other trades to do their work. Such assistance should be included in Contractor's bid and provided at no additional cost.

F. During On-Site Work

1. Schedule

- a. Contractor shall at all times keep the project schedule up to date and accurate.
- b. Contractor shall inform ECA and Owner within 24 hours of learning of any delays to the project schedule of any kind.
- c. The schedule may be extended by mutual agreement between Contractor, ECA and Owner for delays outside of Contractor's reasonable control.
- d. Extensions to the schedule shall not be granted for delays which are within Contractor's reasonable control, which includes all of Contractor's subcontractors, vendors, or employees.
- e. If Contractor falls behind schedule for reasons which are deemed to be within Contractor's control, Contractor shall dedicate overtime hours up to ten (10) per week to attempt to catch up to the project schedule.
- f. Should Contractor fail to complete the project by the date indicated on the schedule agreed to at the outset of the project, Owner may deduct liquidated damages of \$500 per calendar day for every day after the completion date which the project is completed.
- g. The schedule of record shall be the original schedule submitted within the first week after Contractor receives fully executed Agreements. Any authorized schedule changes shall be agreed to in writing by all parties, at which time the new schedule shall be the project schedule upon which any liquidated damages shall be based.
- h. The project completion date shall be defined as the date when the last elevator has been inspected and passed by local code authority and has returned to beneficial use by the Owner.
- i. It is recognized that final cleanup and punchlist items may remain after the project completion date. Contractor agrees to complete all such items within 30 days of the project completion date. Project retainage shall be held and paid when every item on ECA's punchlist is completed to the satisfaction of ECA and Owner. Further, should Contractor take more than 30 days to complete every item on the ECA final punchlist, Owner may deduct liquidated damages of \$500/day for every calendar day beyond 30 days that it takes for the Contractor to complete all items. The charges shall continue to accrue until ECA or Owner visit the property and confirm all noted punchlist items are fully complete.

2. Contractor's personnel

- a. Contractor agrees to assign a single lead mechanic to the project. In the case where multiple crews are used, it shall be made clear which mechanic is to be the lead mechanic. The cell phone number for the lead mechanic will be made available to Owner for communication during the project for immediate on-site concerns.
- b. Any mechanic or other personnel working on the project shall be qualified to perform the work of the project, and shall be properly licensed to perform such work. Contractor is solely responsible to ensure the qualifications and suitability of Contractor's personnel to perform the work under the Agreement.
- c. Contractor shall assign a member of supervisory staff to the project. The cell phone number of this supervisor shall be made available to building management, and the supervisor shall be on call 24 hours per day, 7 days per week.
- d. Contractor's supervisor shall visit the property no less than once every other week, with the first visit occurring on the first day of mobilization. Contractor's supervisor shall also visit the property on the day any elevator is taken out of service.
- e. Contractor's supervisor shall respond within four business hours to any call from Owner or ECA regarding the project. When the supervisor is to be on vacation or otherwise unavailable such that he/she cannot respond within four business hours, an alternate contact shall be provided to Owner and ECA.
- f. Contractor shall assign an account manager or similar support personnel to manage the project with respect to all administrative issues. The cell phone number of this person will be made available to Owner, and the person will be on call 24 hours per day, 7 days per week.
- g. Contractor personnel shall wear uniforms at all times and carry photographic identification demonstrating that they do work for Contractor.
- h. Contractor personnel shall conduct themselves in a professional and polite manner at all times. At no time shall Contractor personnel make any comment to any building tenant regarding the elevator service, or give any details as to work being performed or required at the property. All questions regarding the elevators must be referred to building management.

3. Methods and Procedures

- a. Contractor shall complete all work delineated in the Agreement according to the specification and Agreement documents, and according to all applicable codes, laws and guidelines as regulated by any authority having jurisdiction, and according to all industry standard practices.
- b. Contractor shall perform all work necessary to provide a complete elevator modernization project, whether or not all required work is specifically detailed in this specification or the Agreement.

- c. Contractor shall at all times coordinate work with Owner and with other trades to ensure that work schedules are adhered to and all trades work cooperatively and in harmony with each other.
- d. Contractor and Contractor's employees shall at all times operate with safety as the highest priority.
- e. If any accident should occur during the project, whether involving Contractor's personnel or others, Contractor shall immediately report all details of the accident to Owner. Contractor shall keep Owner informed at all times regarding details and subsequent actions and activities regarding the accident.
- f. If at any time Contractor identifies any issue which endangers the safety of any person, including, but not limited to, elevator passengers, people passing by any elevator opening or in any elevator lobby, or Contractor's personnel or any other person present in an elevator machine space or accessing any elevator machine space (by adjacent corridors, stairs, or any other means), Contractor must notify Owner verbally before leaving the property, and in writing within 24 hours.
 - i. If the issue is one which is covered under Contractor's Maintenance or Modernization Agreement, Contractor shall correct the item before leaving the property.
 - ii. If the issue cannot be corrected immediately (for example, if parts must be ordered), Contractor shall make all necessary precautions to secure the elevator, including leaving the elevator out of service. If the issue is in an elevator-related space, Contractor shall work with Owner to secure the area and make all necessary precaution to prevent injury to any person. Contractor shall then expedite the repair of the noted item, including paying, at Contractor's expense, any fees relating to expedited shipping and delivery.
 - iii. If the issue is one that is not covered under Contractor's Modernization or Maintenance Agreement but can be corrected by Contractor, Contractor shall submit a proposal to Owner within 24 hours of discovering the condition. Contractor shall again work with Owner to secure the area, to leave the elevator out of service, or to otherwise prevent injury to any person while Owner processes the proposal. Once approval is given, Contractor will immediately proceed with correction of the noted item.
- g. Contractor agrees to comply with all rules and regulations specific to the subject property. Owner reserves the right to set or change rules at any time, which Contractor shall comply with as soon as Contractor receives notification.
- h. Regular working hours under the Agreement shall be 7:00 am through 5:00 pm unless otherwise agreed between Owner and Contractor.

- i. No work may be done outside of normal working hours without written approval from Owner. Such approval may be given in "blanket" terms at Owner's discretion.
- j. Contractor shall give Owner at least 24 hours' notice before any planned, non-emergency elevator outage affecting elevators which are not currently being modernized. Owner shall reserve the right to require Contractor to plan further in advance if the building cannot give up the elevator at the proposed time.
- k. When any single elevator is out of service for modernization or for a more temporary reason, such as a service elevator or other simplex elevator which is the only elevator responding to a particular set of hall buttons, the elevator shall be identified as out of service with Owner-approved signage posted at every floor in view of the hall buttons controlling that elevator. The signage shall be removed once the outage is complete.
- l. Contractor shall ensure that all entries to any machine space are kept closed and locked at all times, whether Contractor's personnel are on property or not.
- m. Owner shall provide space for Contractor to store equipment. Where the space provided is in a parking garage or other space that is not already lockable or secure, and which can be secured by chain link fence or other temporary secure means, Contractor shall arrange and pay for such fencing to be installed at the outset of the project and then removed at the end. As the storage area will not be known until the project starts, Contractor should include the cost for a reasonable amount of fencing in their bid price.
- n. Contractor shall carefully control access to areas where Contractor is allowed to store equipment. Where locks are provided, Contractor shall be solely responsible for keeping the area properly locked. Any loss or damage to stored equipment due to failure of Contractor to properly secure the area shall be Contractor's responsibility. Contractor shall keep such areas organized and of clean appearance. Trash or rubbish shall at no time be stored in designated storage space or elsewhere on Owner's property. No flammable or hazardous materials may be stored therein without specific permission from Owner. If such permission is given, Contractor must comply with safety guidelines as found in the Agreement.
- o. Contractor shall not allow trash or rubbish to accumulate at any time. Contractor shall remove trash and rubbish from the property on a regular basis, but no less than weekly, and any time upon the request of Owner. Contractor is responsible for the safe and code-compliant disposal of any material, trash or rubbish generated during the project.
- p. Contractor shall at all times keep all machine spaces as clean and organized as possible, although it is acknowledged that the nature of the project does allow for some disorder due to the ongoing work. However, Contractor shall endeavor to keep the disorder to a minimum. At no time shall walkways or exit pathways be blocked by trash, rubbish, or new or removed material or equipment.

- q. Contractor is fully responsible for the safe and code-compliant removal of all equipment which is not to be retained. Contractor may keep any equipment which is not specifically designated as the property of Owner. Any equipment which is not to be kept by Contractor shall be disposed of at no additional cost to Owner. Contractor is responsible for the safe and code-compliant removal, storage and/or disposal of all equipment and materials which are not to remain on-site after the completion of the project. Any equipment designated to remain on site until completion of the project (perhaps as spare parts for elevators not yet modernized) shall be stored in designated areas in a safe and orderly manner.
- r. Contractor shall provide standard barricades around any elevator opening when work is being done at that opening, whether the elevator doors are open or not.
- s. Contractor shall take all necessary steps to protect Owner's property during the work. Flooring shall be protected in front of elevators and along any access pathways while work is occurring, or when equipment or materials are being moved in and out. Walls will likewise be protected against damage during the project. Contractor shall repair any/all damage caused by Contractor's personnel during the project or resulting from Contractor's work during the project. This includes any noticeable wear or soiling of carpet or other surfaces which may occur due to repeated traffic across such surfaces by Contractor's employees.
- t. Contractor shall supply safety mesh/screening in shared hoistways to protect adjacent elevators during the work. Such screening shall cover the entire length and width of the hoistway between the elevator being modernized and any other adjacent elevator(s). For elevator banks with fewer than four elevators, the screening shall be installed on a weekend to avoid disruption to the building when two elevators are out of service to hang the screening.

4. Materials and Equipment

- a. Unless otherwise specified, all materials shall be new and from the manufacturers specified in Contractor's bid and as approved by ECA and Owner.
- b. All material shall be installed according to industry standard, manufacturer's recommendations, and all applicable codes, laws and guidelines by any authority having jurisdiction.
- c. Materials shall be properly lubricated as they are installed and as needed thereafter to ensure protection against wear and to allow for smooth and quiet operation at all times.
- d. Equipment placement shall be according to all applicable codes and shall allow for adequate access for future maintenance.
- e. Where equipment is designated to be retained and/or refurbished, the equipment shall be thoroughly cleaned, repaired and tested so as to ensure like-new operation for a time period which will match the newly installed equipment. Should

Contractor feel that they are not able to match the performance of newly installed equipment with the retained/refurbished equipment, Contractor should note this as an exception in their bid package. If Contractor has not made such an exception at the time of bidding, no allowance shall be made for refurbished/retained equipment in Contractor's ability to meet any performance criteria contained in the specification or Agreement.

- f. Where equipment is to be removed and not replaced, or where new equipment does not cover previous attachments to the building structure (such as machine room floor), Contractor shall patch and paint over the exposed holes and/or attachment points such that the areas of previous attachment are not evident and in no way present a trip hazard or any other safety concern.

5. Progress meetings

- a. Contractor shall attend progress meetings as needed throughout the on-site work.
- b. Such meetings will be held at a frequency, location and time as specified by Owner. No extra charge shall apply for any number of meetings to be held during the project.
- c. Contractor shall make personnel available for such meetings who are conversant in the details of the project. The personnel shall have details as needed to make decisions during the meeting and to provide answers to all anticipated questions or requests made by Owner or ECA. The need for gathering of additional information outside of the meeting shall be kept to a minimum.

G. Upon Completion of Any Elevator

1. Contractor shall perform any safety tests or any other tests required by code or any Authority Having Jurisdiction (AHJ) upon completion of any elevator and properly tag the elevator equipment upon successful completion of the test.
2. Contractor shall schedule inspection by the AHJ upon completion of each elevator.
 - a. Contractor shall schedule the inspection as soon as possible upon completion of any elevator so that the inspection does not delay the project in the event of backlog at the AHJ.
 - b. Contractor shall pay any/all fees related to the inspection.
 - c. Inspections which require the shutdown of the entire bank of elevators (such as testing fire service or emergency power for the entire bank) shall be performed on overtime. Contractor shall include overtime costs in their bid, including additional costs for the jurisdictional authority to perform the necessary portion of the inspection on overtime.

- d. Should inspecting authority note any deficiencies requiring correction, Contractor shall make correction of such items the highest priority, and shall make every attempt to have the inspection authority return as quickly as possible for reinspection.
- e. Contractor shall bear the cost of any number of reinspections which are required due to items which are Contractor's responsibility.

3. Contractor shall accompany ECA for the specification punchout for each elevator.

- a. It is understood that some identified items will be delayed until the end of the project.
- b. Contractor shall endeavor to correct noted items which can be corrected, specifically items noted as a priority on ECA's punchlist.
- c. Contractor may return the elevator to service while working on the punchlist items, unless otherwise directed by ECA.

4. Contractor is solely responsible for keeping modernized elevators running reliably at all times. Owner shall not have to determine whether it is the modernization or maintenance team's responsibility to make the elevator work properly. Owner shall follow Contractor's maintenance procedures as needed to report shutdowns or callbacks, but shall be entitled to call the Modernization team to resolve any issues of concern. Contractor warrants that it will take care of all items of concern during the modernization with the modernization management team and will not require Owner to interface with several entities within Contractor's organization.

H. Upon Completion of the Project

- 1. Contractor shall complete all items noted in Part III, Section G for the final elevator(s) being modernized. This includes arranging for emergency power inspection as applicable. In all cases, Contractor shall assume such inspection will occur on a weekend, and include such cost in their bid proposal.
- 2. Contractor shall accompany ECA for the final punchlist for all elevators.
 - a. Contractor shall be fully responsible for correcting all noted items, which shall be judged according to specification, code, and industry standard.
 - b. Contractor shall demonstrate any/all operations as required by ECA, as well as the proper functioning of each elevator and of the entire elevator system.
 - c. Contractor shall endeavor to complete all noted items within 30 days of receiving the list from ECA.
 - d. Owner shall hold final retention payment until ECA determines that all noted punchlist items have been corrected.

3. Contractor shall completely clean all machine spaces of any trash, debris, parts, or other materials related to the project. All material shall be removed and disposed of in a code-compliant manner at Contractor's expense.
4. Contractor shall further clean dust and other construction debris from all equipment, machine spaces and surfaces of any kind to ensure a completely clean property in all areas.
5. Contractor shall ensure that all elevator systems and machine spaces are in a completely organized manner that will demonstrate to the maintenance group how the equipment and spaces should continue to be maintained on an ongoing basis.
6. Contractor shall provide a parts cabinet or similar apparatus to store all prints, manuals, and spare parts. In no case shall prints be stored on top of any control, transformer or filter cabinet, or within any operating cabinet.
7. Any areas previously painted shall be touched up as needed to ensure a professional appearance.
8. Contractor shall provide complete instruction to Owner's personnel on the operation and testing of the elevator systems. This includes the safe and proper operation of any switches or operations such as fire service, independent service, swing operation, etc., or the operation of emergency phones/intercoms, EMS systems, or any other portion of the elevator which is accessible and operable by Owner. Contractor shall also review with Owner any/all responsibilities of Owner related to the newly modernized elevators or related equipment.
9. Contractor shall provide three (3) sets of keys for all keyswitches in or related to the elevators.
10. Contractor shall supply two (2) complete sets of as-built prints for all aspects of the elevator system. These prints shall be updated for any changes made in the field during installation. The prints shall be newly printed, clean, and neatly bound. One set of prints shall be maintained in the elevator machine room, while the other set shall be given to Owner for storage as they desire.
11. Contractor shall provide one copy of all manuals for any/all equipment installed during the modernization.
12. Contractor shall assume hard copies of prints and manuals shall be provided. At Owner's sole discretion, electronic copies may replace Owner's hard copies.
13. Contractor shall demonstrate to Owner that spare parts for the recently modernized elevators are kept in stock as follows. Parts on-site shall be demonstrated visually. Parts off-site shall be provided in a listing to Owner and ECA which details all parts and their locations:

- a. In the machine room: All electronic sub-components and other consumable parts such as relays, contacts, transformers, leads, switches, etc. Contractor shall maintain in the machine room a list of all spare parts to be kept on-site. Contractor shall demonstrate to Owner upon request that all parts are indeed in stock.
- b. In the Contractor's local warehouse (within 20 miles of the subject property): All circuit boards of any kind installed in any elevator or escalator, door operator motors and other mid-level parts which may need to be replaced.
- c. Available within 48 hours from Contractor's national stock or from OEM or other sources: All SCR, VVVF or other driving units, motors, armatures, field coils, and any other major item which can be replaced on-site.
- d. Where parts cannot be guaranteed to be available to arrive on site within 48 hours due to limited availability in the industry, such as certain parts which may no longer be manufactured, Contractor shall purchase and maintain a spare in the machine room or in their local warehouse earmarked specifically for this property.

14. For any work performed under the Agreement, Contractor warrants the work to be free from defect for a period of one year from the turnover of the final elevator(s), including both material and labor. Should any repair or other work exhibit problems within one year, whether the work was performed under the Agreement or under separate proposal, Contractor shall endeavor to make immediate correction of the failure or problem at no additional charge to Owner.

Part IV: Scope of Work

A. General

1. Present general characteristics of the elevators, including duty, speed, capacity, travel, stops and openings, shall be retained.
2. Contractor shall complete all work according to all applicable codes, laws and guidelines as modified by any federal, state or local jurisdictional authority.
3. Contractor shall complete all work according to the terms of the Americans with Disabilities Act (ADA), as modified by state or local authority. Wherever there is a conflict between federal ADA and state or local ADA modifications, the more stringent rule shall apply.
4. Contractor shall complete all work according to the specification and the Agreement, subject to agreed-upon modifications in the accepted Agreement attachments (such as allowed exceptions in Contractor's bid).
5. Contractor shall complete all work according to accepted industry standard practices at all times.
6. Wherever Contractor, Owner, ECA, jurisdictional authority, or any other party discovers that work has been completed which does not comply with any of the above, Contractor shall correct the work at no charge to Owner, whether or not final payment has been made under the Agreement.
7. Contractor warrants by submitting a bid that all new equipment installed during this modernization, including hardware, software and design, shall be free from obsolescence for a period of not less than 10 years. Assuming Contractor is continually maintaining the equipment for the 10-year period, Contractor must cover all repairs, upgrades or replacements to such equipment at no cost to Owner, even if the equipment is deemed obsolete by the manufacturer.

B. Weighing of Elevator Cabs

1. As soon as possible after Contractor receives the fully executed Agreement, Contractor shall weigh the elevator cab.
2. Contractor shall immediately communicate to ECA and Owner the following information:
 - a. Measured Cab Weight;
 - b. Current Weight of Counterweight;
 - c. Crosshead weight;

- d. Approximate change in weight during the project, due to changing of door operator, addition of top of car guard rails, etc. Note that contractor should NOT include any changes to cab interiors in this number.
- e. Approximate amount of weight which could be added to the counterweight in the existing frame, taking into account both the available space and any clearances or other code-related restrictions;
- f. Acceptable range of counterbalancing which Contractor asserts will provide for acceptable long-term operation of the elevator equipment (i.e., 37.5%-42.5%).

3. Based on Contractor's report, ECA shall compile an analysis of the current cab weights and whether any action is required immediately or during the project to ensure that the total system weight does not exceed 5% of the engineered building structural reactions.
4. ECA, Owner and Contractor will discuss the analysis and agree on actions to be taken. ECA will issue change orders or amendments as necessary to reflect these actions.

C. Operation/Adjustment

- 1. Contractor shall be solely responsible for ensuring that elevators are installed so that they operate at all times according to all applicable codes, laws and guidelines, including ADA, as modified by any authority having jurisdiction.
- 2. Contractor shall ensure that the elevators are installed so that they operate according to all aspects of this specification. Any special operations shall be demonstrated to Owner and ECA as soon as they are installed. In the event that the operation does not work according to the specification, Contractor shall make corrections at no charge to Owner.
- 3. Contractor shall adjust the elevators to operate in the smoothest and most efficient manner possible, and according to the direction and wishes of Owner and ECA up to the capability of the equipment.
- 4. Contractor shall adjust the elevators to operate according to the following characteristics:
 - a. Ride Quality: The ride quality of each elevator shall meet the following requirements, as measured by a standard ride-quality analyzer approved by Owner and/or Owner's consultant, using the A95 scale with ISO filter on:
 - i. Maximum horizontal peak-to peak vibration: 5.0 mili-g in any direction;
 - ii. Maximum vertical peak-to-peak vibration: 5.0 mili-g;
 - iii. Ride quality shall be measured by Contractor before beginning elevator work to establish a baseline, and then upon completion of the project. Should adjustment be required to meet the stated values, Contractor shall measure the ride quality again until the ride meets the stated requirements.

- b. Noise: The audible noise produced by the elevator as measured inside the elevator, or in any building space adjacent to the elevators or any elevator machine space, shall not exceed the following levels. Note that noise readings apply over ambient noise:
 - i. Car at rest with doors closed and fan running: 50 dba;
 - ii. Car running at high speed with fan running: 60 dba;
 - iii. Doors in operation: 60 dba.
- c. Dispatching: Dispatching shall at all times operate in the most efficient possible manner to minimize wait times of the elevator ridership. Upon request of Owner, Contractor agrees to perform a recorded traffic study to provide an analysis of the efficiency of the system at different times of the day. Contractor shall suggest to Owner different parking or other options available within the dispatching system to minimize wait time and increase efficiency.
- d. Performance Times: All performance times shall be set according to Owner's direction, subject to requirements of ADA and elevator code. As a guideline, the following shall apply:
 - i. Door close pressure: No greater than 30 pounds per code;
 - ii. Door dwell time after a car or hall call: No less than 5.0 seconds per California Building Code;
 - iii. Door dwell time after reopening: approximately 1.5 seconds;
 - iv. Nudging time: No less than 20 seconds (operation to be approved by Owner);
 - v. Car Speed: Within 5% of rated speed;
 - vi. Door open time: Approximately 1.6 seconds;
 - vii. Door close time: Approximately 2.4 seconds;
 - viii. Floor to floor performance time: Approximately 10.0 seconds.

D. Cab Interiors

- 1. Cab interiors (floors, walls and ceiling) shall be refurbished as part of this modernization. Contractor shall include in their bid price an allowance of \$30,000 for the cab refurbishment. This allowance shall cover the material to be installed on the floors, walls and ceiling, as chosen by Owner, as well as labor to install the material and to remove the existing material.

2. Contractor shall include in the contract price one set of cab pads. The cost for the pads shall be included separately from the cab interior allowance, and shall be in Contractor's scope even if Owner chooses to have a third party supply the cab interiors.
3. Owner may choose to have Contractor perform all cab work or to subcontract the work to a Cab Installation Company, which shall in all cases be approved by Owner in advance. Owner also reserves the right to contract directly with the Cab Installation Company.
4. Contractor shall assist in the determination of cab design, as needed. Owner may decide to choose standard designs from a company such as SnapCabs or Contractor's own standard designs, to gain assistance in design from a Cab Installation Company, or to hire an architect or design firm to design the cab interiors.
5. When the actual cab design is agreed upon and the installing company is chosen (whether Contractor or a Cab Installation Company) and the cost determined, the Agreement shall be adjusted via change order to reflect the accurate contract price. As indicated in this section, Contractor shall include coordination and other related work in their bid price. The price from the cab company will not be allowed to be marked up by the Contractor if the Owner wishes the Contractor to subcontract the cab work to the cab company under the Contractor's modernization contract. I.E., the contract adjustment shall only be the difference between the cab allowance herein and the cab company's actual quote to the Owner.
6. Whether or not the cab interior modification work is performed by Contractor or by others, Contractor shall be responsible for the following:
 - a. Before work begins, Contractor is responsible for reporting in writing to ECA and Owner the expected increase or decrease in cab weight based on the design chosen, whether Contractor is performing the cab interior work or not. This information shall be used in conjunction with the information reported in Part IV, Section B, to determine whether the cab work should proceed. If Contractor fails to report this information, or reports the information incorrectly, and the result is an increase of more than 5% over the design structure, any costs necessary to recertify the building structure or make it suitable for the new load shall be borne by the Contractor.
 - b. Contractor shall remove and reinstall any equipment to be retained, including car doors if necessary.
 - c. Contractor is responsible for coordination of installation work with the company which will perform the cab refurbishment such that the overall project schedule is not adversely affected. Contractor is responsible for informing Owner in advance and adjusting the project schedule if cab interior work after the scope is finalized is expected to take longer than Contractor had in the original schedule. Such schedule adjustments shall be allowed as long as they are communicated in advance of project commencement.

- d. Contractor must provide any/all information requested by the Cab Interior Company or otherwise needed to ensure that the new cab materials will fit properly into the existing cab.
- e. Contractor shall include in their bid one set of hanging wall pads per elevator bank or per simplex elevator, as applicable. This shall include all hardware necessary to hang the pads in any cab.
- f. Contractor shall include in their price any fees or other costs related to permitting, and shall gain any/all approvals, permits or licenses for the cab work.
- g. After the cab work is completed, Contractor shall perform any safety tests mandated by jurisdictional authority.
- h. Contractor shall coordinate inspection by jurisdictional authority and shall be present for any number of inspections required. Contractor shall include in their bid the cost for the first inspection. Contractor acknowledges that the cab interior inspection may not necessarily coincide with the inspection of the balance of the elevator modernization work. I.E., Owner reserves the right to choose to have cab interior work performed out of sequence with the modernization work (i.e., all at the end of the project). If Contractor performs the cab interior installation, any necessary re-inspections will be at Contractor's cost. If the cab interior installation is performed by others, Owner will reimburse Contractor for costs of re-inspection, but not for Contractor's time.

E. Car Station

- 1. Contractor shall provide and install a new applied car station, of material and finish chosen by Owner. Applied panels shall be sized slightly larger than existing panels to ensure any discoloration or damage on the returns is covered by the new panel.
- 2. Contractor shall include in the main car station the following:
 - a. Car Call Buttons of style chosen by Owner, however, Contractor shall not allow Owner to choose buttons which do not comply with the following:
 - i. Buttons shall be at least $\frac{3}{4}$ " in their smallest dimension;
 - ii. Buttons shall be arranged in ascending order – where two or more columns are used, buttons shall read from left to right;
 - iii. Buttons shall be raised at least $\frac{1}{8}$ ";
 - iv. Buttons shall be square-shouldered;
 - v. Buttons shall be activated by a mechanical motion that is detectable;

- vi. Buttons shall be equipped with visual indicators which shall light when the button is pressed and which shall extinguish when the call is answered.
 - vii. Buttons shall be no higher than 48" above the finished floor
 - viii. Buttons shall be Innovation PB47 type or similar stainless steel/halo type fixtures by other vendors (vendor to be approved by ECA).
- b. The following emergency controls shall be provided at a height of 35" above the finished floor:
 - i. An Alarm Button of style to match the car call buttons. This button when pressed shall actuate the alarm bell on top of the car
 - ii. A keyed emergency stop switch, which shall be marked "STOP" and shall have two clearly marked positions, "STOP" and "RUN". When in the "STOP" position, power shall be removed from the elevator driving-machine, motor and brake. The alarm bell on top of the car and in the lobby hoistway shall also be actuated when the switch is in the "STOP" position.
- c. Door open and close buttons of style to match the car call buttons, located such that they are evenly spaced above the emergency controls and below the car call buttons. When door open button is pressed on a floor that is locked out by card security or other means, the elevator shall proceed to the main egress landing and open its doors and shall not open its doors on the secured floor.
- d. A Door Hold button, to keep elevator doors open during use or loading;
- e. Two-way communication shall be provided in the car station, as follows:
 - i. Contractor shall provide a Smartrescue or approved equal phone system which shall allow all controls in a single group to utilize one phone line for emergency calls.
 - ii. Communication controls shall be located below the emergency controls, or otherwise as directed by Owner and ECA, but in no case lower than 15" above the finished floor or higher than 48" above the finished floor.
 - iii. Communication shall consist of a button of style to match the car call buttons, labeled "HELP".
 - iv. Adjacent to the button shall be a call acknowledgement light with instructions for operation. The acknowledgement light shall be lit when communication is established, and shall be extinguished when communication is terminated.

- v. When the button is pressed a call shall be placed to a location outside the hoistway, which shall be assumed to be the elevator contractor's emergency service line.
- vi. When the call is connected, an automatic verbal announcement shall play indicating the location of the elevator.
- vii. Once the announcement is completed, two-way communication shall be established between the elevator and the answering party. Such communication may only be disconnected when authorized personnel outside the car terminate the call.
- viii. The emergency communication system shall be connected to an alternate source of power which shall allow the system to operate for at least four hours in the event of loss of normal building power.
- ix. Contractor shall be responsible for all wiring of this unit up to the phone line provided by Owner in the machine room.
- x. Speaker grills for emergency communication shall be located in the car station according to Owner's wishes.

f. All controls listed above shall be accompanied by tactile symbols and Braille located immediately to the left of each control button or switch.

- i. Car buttons shall be accompanied by tactile symbols identifying the floor number.
- ii. The main egress/entry floor shall also be designated by a raised, five pointed start to the left of the floor designation for that floor.
- iii. Other controls shall be accompanied by tactile symbols as identified by code requirements.
- iv. Immediately below the tactile symbol shall be Braille to match the symbol per code requirements.
- v. Raised and Braille characters shall be of a non-glare finish.
- vi. Raised and Braille characters shall be white on a black background.

g. A lockable service panel shall be provided conforming to the following:

- i. Independent Service Keyswitch;
- ii. Inspection Keyswitch;

- iii. Car Lighting Switch;
- iv. Emergency Light Test Switch;
- v. Car Fan Switch;
- vi. GFCI Outlet (duplex);

h. A lockable fire service panel shall be provided conforming to the following:

- i. The panel shall be engraved on the outside with "Firefighters' Operation". Such engraving shall comply with code requirements;
- ii. On the inside door of the panel shall be firefighters' instructions as required by code;

iii. Contained on the inside of the panel shall be the following:

- 1. Fire operation keyswitch;
- 2. Door open and door close buttons;
- 3. Call Cancel Button;
- 4. Fire Hat Jewel;
- 5. Stop Switch;

i. An additional Fire Hat Jewel;

j. Seismic Indicator;

k. Emergency lighting, which shall be a lens unit located near the top of the panel;

l. An elevator inspection certificate frame (often located on the service panel);

m. Engraving per applicable code to include the following:

- i. Elevator Number;
- ii. Capacity;

iii. No Smoking (include code reference as applicable);

n. An in-car position indicator, conforming to the following:

- i. The indicator shall be integral to the car station (not surface mounted);

- ii. The indicator shall be located near the top of the car station;
- iii. The indicator shall be LED type with characters at least 2" high;
- iv. The indicator shall include up and down arrow indicators and sufficient characters to indicate all floors served;
- v. As the elevator passes floors, the numerals shall change to indicate that floor number and an audible signal no less than 20 decibels and with a frequency no higher than 1500 Hz shall sound.
- vi. The audible signal shall be an automatic verbal announcement of the floor number.

o. Contractor's logo or name shall NOT appear anywhere in the car station.

F. Door Reopening Device

1. Contractor shall provide a full curtain infrared door reopening device, which shall include 3D technology to detect approaching objects.
2. When the infrared curtain is blocked at any level, the doors shall respond as follows:
 - a. If open, the doors shall remain open until the blockage is removed or nudging operation begins (see below);
 - b. If closing, the doors shall immediately stop and reverse direction with no more than two inches of travel between the time the curtain is interrupted and the time the doors fully stop and begin to move in the open direction. Once the doors are fully open, they shall remain open until the blockage is removed or nudging operation begins (see below);
3. Owner shall indicate whether, and to what degree, nudging operation shall be active;
 - a. Owner may choose not to have nudging active, to have only a buzzer sound, or to have a buzzer sound accompanied by the doors closing at reduced speed and torque per code requirements.
 - b. The time at which nudging shall become active shall be chosen by Owner, but in no case shall it be less than 20 seconds (per ADA).
4. The device shall "fail-safe" so that the doors to the unit shall remain open in the event of loss of power to the device.

G. Cab Ventilation

1. Contractor shall provide new, two-speed cab ventilation, consisting of a fan or fans on the top of the elevator and vents inside the cab as required by code.
2. Contractor shall ensure that cab fans operate such that noise level requirements in this specification are met at all times.

H. Doorjamb Braille

1. Contractor shall provide all new doorjamb floor indicator plates, which shall be installed in both jambs of every elevator at every floor.
2. The plates shall have raised characters at least 2" high indicating the floor number.
3. Braille shall be located below the raised character, also indicating the floor number.
4. On grade level, a raised, five-pointed star shall be placed to the left of the raised character.
5. The characters shall have a non-glare finish.
6. The characters shall be white on a black background.
7. The centerline of the characters shall be 60" above the finished floor.
8. The shape and style of the plates shall be chosen by Owner.

I. Car Riding Lanterns

1. Contractor shall provide a new car riding lantern installed in the car return such that it is visible from the hall button station which calls the elevator.
2. The visual elements (up and down indicators) shall be at least 2.5" in the smallest direction.
3. When the elevator is answering an "UP" call, the upper visual indicator shall light and an audible signal shall sound once or a verbal announcement shall say "UP".
4. When the elevator is answering a "DOWN" call, the lower visual indicator shall light and an audible signal shall sound twice or a verbal announcement shall say "DOWN".
5. An LED-type indicator is acceptable, assuming that the display clearly indicates an "UP" or "DOWN" direction.
6. The fixture shall be mounted so that its centerline shall be at least 72" above the finished floor.
7. The style and finish of the car lantern fixture shall be chosen by Owner. Contractor shall assume a digital-type indicator in their bid as opposed to a Lexan-type with separate up and down elements.

J. Hall Buttons

1. Contractor shall provide a new hall button station at every floor in place. The stations shall be relocated to within 12" of the elevator door and moved down so all buttons are within 48" of the finished floor. Existing button location to be patched and painted.
2. Hall button plates shall be of material and finish as chosen by Owner.
3. Hall Buttons shall be of style chosen by Owner, however, Contractor shall not allow Owner to choose buttons which do not comply with the following:
 - a. Buttons shall be at least $\frac{3}{4}$ " in their smallest dimension;
 - b. Buttons shall be raised at least 1/8";
 - c. Buttons shall be square-shouldered;
 - d. Buttons shall be activated by a mechanical motion that is detectable;
 - e. Buttons shall be equipped with visual indicators which shall light when the button is pressed and which shall extinguish when the call is answered.
 - f. The "UP" button shall be located above the "DOWN" button.
 - g. Buttons shall be centered at 42" above the finished floor.
 - h. Buttons shall be Innovation PB70 type or similar fully-illuminating CBC compliant fixtures by other vendors (vendor to be approved by ECA).
4. Hall button plates shall standard-sized and shall be flush mounted. Wherever possible, plates shall be sized and located to minimize cutting and patching required by Owner.
5. The hall button station in the main lobby shall additionally contain the following:
 - a. Fire Service Keyswitch;
 - b. Fire Service Indicator;
 - c. Fire Service Instructions;
6. Contractor shall include in each hall station at every floor fire service evacuation signage. Such signage shall comply with current elevator and fire codes as modified by local jurisdictional authority.
7. Provide a digital position indicator for the elevator in each hall station. Characters shall be at least 1" high.

8. Provide hoistway access switches in terminal hall button stations (see below).

K. Hoistway Access Switches

1. Contractor shall provide new hoistway access switches at the top and bottom landings for each elevator.
2. New access switches shall be located in the terminal hall button stations.
3. The keyswitch shall be continuous-pressure, spring-return type with the key removable only in the "OFF" position.
4. The keyswitch shall be operated by cylinder-type lock having not less than a five-pin or five-disk combination. The electrical contacts in the switch shall be positively opened mechanically, and shall not solely be dependent on springs.

L. Elevator Controls

1. Contractor shall provide a new automatic pushbutton, microprocessor-based controller which is software oriented. The controller shall meet all applicable codes as modified by local authority.
2. All relays, capacitors, fuses, fuse holders, circuits, contacts, and any circuit board, software chip, software program, or any other device, assembly or software shall be properly labeled and designed to meet all applicable codes, as modified by local authority.
3. Control wiring shall comply with all applicable codes. Wiring shall be copper and shall be neatly organized, terminated and marked. No loose wires shall be allowed without proper termination. Temporary or permanent jumpers shall not be allowed at any time, and shall not be stored in the control cabinet or machine room.
4. The controller shall provide safe and automatic operation of the elevator, including logic, power, and motion control.
5. The control shall be designed to protect the motor and drive against damage due to overload, reverse-phase, low-voltage, or single-phase conditions. Isolation transformers and/or ripple filters shall be provided as needed to provide proper power characteristics to the controller. In the event that multiple cabinets are provided by the control manufacturer, all cabinets shall be painted the same color. This includes resistor cabinets and group dispatching cabinets.
6. A micro-switch shall be installed on the brake to communicate to the controller the status of the brake (picked or dropped).
7. Contractor shall provide a selector/leveling system compatible with the new control system. The system shall be capable of automatic self-leveling and shall correct for overtravel and undertravel. The system shall provide constant, accurate feedback of the position of the

elevator in the hoistway. Such system shall be adjusted to ensure accurate leveling at all floors within 1/8" in all cases.

8. Contractor shall provide a velocity encoder to provide feedback regarding the speed of the elevator. The encoder shall be shaft-mounted in all cases, and no other mounting shall be allowed in any case.
9. The control and drive shall control the motion of the elevator smoothly at all times with stepless acceleration and deceleration, and with speeds regulated within 5% of the elevator's rated speed.
10. Dispatching shall be of standard selective collective (non-destination) type. Dispatching algorithm shall be the most modern available by the manufacturer for the product approved.
 - a. Elevators shall answer calls in the direction of travel, in the order in which the elevator arrives at the call, regardless of the order in which calls were placed. Elevators shall not stop for calls placed in the direction opposite of travel until all calls in the direction of travel have been answered.
 - b. The elevator will not accept car calls opposite of the direction of travel.
 - c. Elevators shall have a completely adjustable parking pattern, allowing elevators to be parked at any combination of designated floors, with different combinations utilized at different times of the day (morning, mid-day, afternoon, evening, etc).
11. If software or hardware upgrades become available during the project which substantially improve the quality of dispatching or the operation of the elevators, such upgrades shall be installed at no charge to Owner.
12. Contractor shall provide a computer, CRT interface, or LCD-type panel which shall be able to interface with the elevator controls and allow for the following:
 - a. Programming/adjustment;
 - b. Troubleshooting;
 - c. Car Status;
 - d. Placing calls;
 - e. Any other function needed to operate the elevator systems efficiently.
13. Any passwords or passcodes of any kind used in any part of the elevator system shall be recorded and provided to Owner when they are originally set and any time they are changed for any reason.

14. In all cases, the elevator control system shall be engineered to operate under emergency power operation, via alternate power source provided by Owner.
15. Control systems shall be equipped with the ability to lock out calls to particular floors at particular times of the day, as well as other security features included with control manufacturer's standard security offering.
16. Rubber floor mats shall be provided in front of each controller. A properly grounded wrist strap shall also be provided and maintained in the controller at all times.
17. Elevator system shall sense inactivity in the elevator cab and shall turn off the cab lights and fan when the following conditions are met for at least five minutes:
 - a. The car is at a floor;
 - b. The car doors are closed;
 - c. There is no demand for service;
 - d. The car is in automatic operation.

When a demand arises for the car, the lights and fan shall turn back on before the elevator answers the demand.

18. Approved control systems are as follows:

- a. Motion Control Engineering (MCE);
- b. Alpha;
- c. Elevator Controls;

M. Special Operations

1. The elevator shall be designed to perform the following special operations according to all applicable code requirements. Descriptions of operation listed below are intended only as a brief summary and are not intended to fully detail the full requirements as clearly specified in applicable codes.
2. Fire Service Operation: Elevator shall be fully equipped with fire service Phase I and Phase II operations which shall fully comply with all applicable codes.
 - a. Phase I operation shall be actuated by keyswitch or smoke detector, and shall lower all elevators in the applicable bank to the recall landing.
 - b. The elevators shall also be equipped with alternate floor recall, so that the elevator will recall to an alternate floor when smoke is detected at the main recall floor.

- c. The elevators shall be equipped with flashing fire hat indicators in each cab to indicate smoke detected in hoistways or the machine room, and otherwise as indicated in applicable code.
- d. Phase II operation shall allow for use of the elevator by authorized personnel through use of the fire service controls located behind locked panels in each elevator.

3. Inspection Operation: Elevator shall have inspection operation enabled through switches on the car top, in the machine room and/or in the elevator. Inspection operation shall allow for the operation of the car at inspection speed and shall be solely under the control of the operator of the inspection controls. Inspection operation shall occur according to applicable code guidelines. Access switches shall be controlled through the in-car inspection switch. Access switches shall only be enabled when the in-car inspection switch is placed in the "ACC ENABLE" position.

4. Independent Service: Elevator shall be placed on independent service through a keyswitch in the car station. When placed on independent service, all existing calls will be canceled. The elevator will then be operable through the car call buttons, and will travel directly to any floor chosen therefrom. Doors shall remain open at any landing until the door close button is utilized to close the doors.

5. When the elevator is on either inspection or independent service and the elevator receives a signal to recall under fire service phase I, the fire hat indicator shall illuminate and a buzzer shall sound to alert the operator of the fire recall signal, according to applicable codes.

6. Earthquake Operation: When an earthquake initiating device becomes actuated, the seismic indicator in the car station shall become illuminated. Elevators at rest shall remain at rest with their doors open. Elevators in motion shall respond as follows:

- a. If a seismic switch is actuated, the elevator will proceed at a speed no greater than 150 fpm to the next landing, open its doors, and shut down.
- b. If a counterweight derailment device is actuated, the elevator shall stop and then proceed at 150 fpm in a direction away from the counterweight to the nearest landing, where it will stop and open its doors and then shut down.
- c. If a counterweight derailment device is continuously actuated, the elevator shall be shut down and shall only be operable on inspection operation.
- d. When any earthquake initiating device fails, the system shall respond as if an actual seismic event occurred (i.e, the system shall fail-safe).

N. Solid State Drive

1. Contractor shall provide, within the control system, a new solid state drive of AC VVVF type.

2. The drive shall be adjustable with various speed profiles with separate S curves for each offering separately adjustable acceleration, deceleration, jerk rate, and leveling jerk rate.
3. Drive shall be able to deliver variable torque to the motor during each phase of the pattern profile.
4. Drive shall utilize position and velocity feedback in its operation.
5. Drive shall be of regenerative-type and shall apply with all applicable codes and standards with respect to harmonic distortion.
6. Heat generated during dynamic braking shall be safely dissipated.
7. Drive shall have sufficient parameters available to provide a fully-controlled, smooth and quiet ride.
8. Drive signals shall be properly isolated to prevent shutdowns and operational problems due to electrical or other signal noise.

O. Isolation

1. Contractor shall provide isolation pads at any point where equipment is attached to building structure or to other equipment so as to minimize audible noise which may detectable in the elevator or in any portion of the subject property. Such isolation shall be provided at support points of equipment including, but not limited to controllers, motors, machines, drives, governors, isolation transformers, filters, etc. Chokes and filters shall also be provided as needed to ensure equipment meets the audible noise requirements found herein.
2. Contractor shall ensure that equipment is designed to minimize harmonic distortion, radio frequency interference, line feedback, etc. Sufficient electrical isolation shall be provided to shield electronic components from line pollution, and also to prevent any interference with any other portion of the building's operation by elevators or related equipment.

P. Code Data Plate / Signage

1. Contractor shall install in each machine room a plate indicating the code in place at the time of the modernization.
2. The plate shall be permanently etched so that it shall not wear off or deteriorate over time.
3. The plate shall be conspicuously displayed on the mainline switch or on the controller.
4. Contractor shall further provide all signage in the elevator machine room, elevator cab, cartop, and pit as required by code or any authority having jurisdiction.

Q. AC Gearless Hoist Machines

1. Contractor shall install a new gearless AC hoist machine. Manufacturer shall be Imperial, Hollister-Whitney or approved equal. Torin is not approved.
2. The new machine shall be equipped with a synchronous permanent magnet motor. The motor shall have no brushes. It shall be designed with high starting torque and low starting current. Overload protection devices shall be provided.
3. The gearless machine shall have a removable drive sheave and brake drum mounted directly to the motor shaft, with heavy-duty roller bearings with grease fittings. The machine shall be fitted with front and rear rope guards.
4. Contractor shall provide a steel bed plate on which to mount the machine. The bedplate shall be fitted with isolation pads which shall conform to the sections of this specification regarding isolation, ride quality, and audible noise.
5. Contractor shall provide new hoist ropes, complying with Part IV, Section S. Contractor shall also supply secondary/deflector sheaves as needed to allow for proper tracking of hoist ropes between car and counterweight. If needed in order to provide a machine that can accommodate the same speed and capacity as is existing, Contractor shall include conversion to 2:1 operation and/or any changes to the counterweight in their bid price.
6. Contractor shall provide a spring-actuated electrically released brake. The brake shall be mounted to the machine frame rigidly such that no movement occurs when the brake is set. The brake shall be able to stop and hold the car with 125% of rated load capacity present in the car. Brake arms shall carry pivoted brake shoes lined with non-asbestos brake lining. Brake lock nuts shall be pinned and/or sealed after final adjustment of the brake.
7. Provide an electrical brake switch for each arm to provide signal to the controller confirming positive lift. Should this switch indicate to the controller that either/both arm(s) has/have failed to lift, the elevator shall proceed to the next landing, open its doors, and then remain out of service until the problem is investigated and corrected.
8. When Contractor intends to use dual electro-mechanical brakes to meet the emergency braking requirements defined herein and by applicable code, each brake shall be controlled independently. One brake shall be designated as the primary brake and the other as the emergency brake. The primary brake shall be used during normal operation, and the emergency brake shall not be allowed to assist the primary brake during operation. Both brakes shall be able to stop and hold the car with 125% of rated load capacity present in the car.
9. Contractor is responsible for any and all engineering required to confirm that the building structure is suitable to accept the new machine. This includes providing Professional Engineer stamped drawings showing approval of the existing structure and/or additional work needed to make the structure suitable for the new machine. Such work shall be communicated to Owner and ECA at the earliest possible opportunity. Owner shall be responsible for all structural work required.

10. Contractor shall be responsible for acquiring and paying for all permits, licenses, or other permissions required by any authority having jurisdiction regarding installation of the new machine.
11. Contractor shall be fully responsible for bringing in the new machine and removing the existing motor and machine. Contractor must identify with their bid any structural work required by Owner to allow for ingress/egress of the new machine or existing equipment. Contractor must also identify any areas where the machine will be placed, even temporarily, until it is finally placed in its ultimate position. Contractor must include in the Professional Engineering analysis of such areas and their ability to handle the load of the machine while it is placed in or moved across any location/path. If structural work is required by Owner in this regard, Contractor must identify the work as early as possible. Failure to identify any work described in this section at the outset of the project (no later than in the project kick-off meeting) will result in Contractor being responsible for all such costs.
12. Contractor shall provide stop-switches as needed adjacent to machines to meet code requirements (line of sight).
13. Contractor is fully responsible for creating a counterweight that matches the manufacturer's requirement, which is typically 50%. Contractor must include additional weight and counterweight modifications in their bid price to accomplish this, up to and including providing a new counterweight frame and associated weight.

R. Emergency Brake

1. Contractor shall provide an emergency brake, such as a rope gripper or similar device to protect against ascending car overspeed and unintended car movement, both as defined by code.
2. Device shall comply with, and function according to, all applicable code guidelines.
3. Contractor shall include in their bid the cost for any/all structural engineering required to validate the suitability of the building structure to accommodate the emergency braking device.
4. Any necessary permits or other costs associated with approval and installation of the emergency braking device shall be included in contractor's bid.

S. Hoist Ropes

1. New hoist ropes shall be installed.
2. Ropes shall be sized and quantity provided according to the characteristics of the elevator system.
3. Ropes shall be of highest quality available to ensure long life and reliable operation.
4. Ropes shall be installed and lubricated according to manufacturer's recommendations.

5. Cables shall be identified by a metal tag showing the rope diameter, rated breaking strength, grade of material used, date of installation, whether ropes were nonreformed or preformed, construction classification, Contractor's name, manufacturer name, and lubrication information.
6. Wherever ropes are replaced or shortened, only wedge-type shackles shall be used. Sockets shall be designed and marked per code requirements. Contractor is responsible for any modifications to the equipment of any kind and any approvals or permits from jurisdictional authority, including all costs.
7. Where hoist ropes are changed, the hoist machine sheave shall be regrooved or replaced.

T. Secondary/Deflector Sheaves

1. Provide secondary/deflector sheaves as needed for proper positioning and tracking of hoist cables.
2. Align sheaves to ensure a completely smooth and parallel path of travel between car, machine and counterweight.
3. Bolts or other attachments to building structure provided and secured in order to ensure stable operation and to minimize vibration or other noise throughout the installation.
4. Contractor shall provide rope retainers as required per applicable code to inhibit the displacement of hoist ropes.

U. Governor

1. A new governor shall be supplied, including new governor ropes and tail sheaves.
2. The governor tail sheave shall be appropriately guarded.
3. The operation of the governor and governor switch shall be according to all applicable code guidelines. The governor switch shall remove power to the driving machine motor and brake before or concurrent with the application of the safety.
4. Governor shall be fully load-tested and sealed by the Contractor at the completion of installation.
5. Governor shall be attached securely to building structure to ensure stable operation and to minimize vibration or other noise throughout the installation.
6. Contractor shall provide rope retainers as required per applicable code to inhibit the displacement of hoist ropes.

V. Earthquake Devices

1. Contractor shall provide in the elevator machine room a seismic switch which shall become activated upon vertical motion of more than .15 times gravity.
2. Contractor shall provide a counterweight derailment/displacement device in the hoistway to alert the controller that the counterweight has left its rails.
3. Operation if either device is activated shall be as found herein and per all applicable code requirements.
4. Devices shall be installed in a manner that minimizes occurrence of false readings or shutdowns. Contractor is solely responsible to ensure the devices only actuate under legitimate seismic conditions.
5. Contractor shall ensure that all of the following are in place or are modified or added to comply with all applicable code requirements, as needed:
 - a. Earthquake tie-downs for elevator controls and other equipment;
 - b. Car and counterweight guide rail brackets (type and spacing);
 - c. Car and counterweight guiderail retainer plates and fishplates.

W. Wiring

1. Contractor shall provide all new wiring, terminal blocks and electrical connections for the entire elevator system, including new traveling cables.
2. Wiring and traveling cables shall be installed in all cases according to all applicable codes, including, but not limited to, electrical and elevator codes.
3. Wiring and traveling cables shall be insulated, with a flame retardant and moisture proof outer covering.
4. Wiring may be run in existing conduit, flexible tubing or raceways. Contractor shall ensure that all such enclosures are in good condition and in compliance with applicable code requirements. New wire enclosures may be installed as needed, also in conjunction with applicable codes. Contractor shall ensure at the end of the project that all wire runs are very neatly organized within conduit or raceway, and that covers are on. Flexible tubing shall be affixed at each end to prevent exposure and tension on wires contained therein.
5. Junction boxes shall be supplied and distributed according to applicable code requirements. Separate junction boxes shall be supplied for signal, communication and power wiring to minimize interference.
6. Wiring shall be shielded according to control manufacturer's recommendations in order to eliminate interference between power wiring and signal wiring. Contractor shall take all necessary steps to minimize signal interference and to preserve the continuity of operation of all signals and other aspects of the elevator system.

7. All wiring and terminal blocks shall be properly tagged to identify signals and purpose for each wires and to agree with submitted elevator drawings.
8. A minimum of 15% spare wires shall be provided of each type of wire, but no fewer than two wires per wire type. The spare wires shall be tagged and properly terminated in a neat manner.
9. A minimum of four twisted, shielded wire pairs shall be supplied in each traveling cable, one of which shall be specifically reserved for a closed circuit TV system should one be installed in the future.
10. Traveling cables shall be sufficiently flexible to bend in a circle with an inside diameter of one foot without cracking or inordinate strain on the outer covering or the wires contained therein.
11. Traveling cables shall be suspended in a manner which does not place strain on any individual connectors.
12. The open loop of the traveling cable shall show no tendency to twist, curl, or otherwise hang in any manner other than in an open loop. The open loop shall be no less than 2 feet in diameter.
13. The path of the traveling cable during operation shall be such that the traveler does not come in contact with any portion of the hoistway or any equipment located therein. Cable shall not be allowed to rub or otherwise contact any structure or piece of equipment in a way that would either create audible noise or create wear on the cable itself.
14. Any existing fire annunciator speakers or other devices located on the cartop, cab, machine room, or any other elevator space, must remain operational before, during, and after the modernization. Any necessary wiring required to accomplish this shall be included in Contractor's scope of work.

X. Door Operator

1. Contractor shall provide and install a new closed-loop door operator, to include control module, motor, belts and driving mechanism.
2. Operator shall be of heavy duty type and shall include the following features at a minimum:
 - a. Operator shall provide automatic, high speed operation with opening and closing times set per this specification or Owner's preference.
 - b. All doors, including heavy doors, shall be controlled in a manner which does not exceed code-limited kinetic energy.
 - c. Operator shall regulate speed of operation throughout travel using the close-loop feedback system. Operation shall be consistent at all floors.

- d. Operator shall provide automatic adjustment for wind and door conditions.
 - e. Adjustments shall be on-board and digital.
 - f. Operator shall comply with all applicable code requirements.
- 3. Contractor shall provide and install all new door operating linkage compatible with the new door operator. Linkage shall be steel and shall be provided with pivot points designed for smooth and quiet operation. All supporting and attachment members shall also be provided.
- 4. New car door contacts shall be provided. The elevator doors shall operate according to all applicable code guidelines, including restriction from operating unless the car door is closed or within the allowable zones.
- 5. Door operator shall be affixed with a data plate listing information as required by code.

Y. Car Doors

- 1. Contractor shall provide new car doors, which shall be formed of steel with vertical members and proper insulation per industry standard. Doors shall be fire-rated per applicable code. Door finish shall be chosen by Owner, but shall be assumed to be #4 brushed stainless steel or equivalent.
- 2. Contractor shall provide and install a new aluminum car door sill. The sill shall have grooves machined specifically to accept the car doors and provide for smooth travel.
- 3. Contractor shall check travel path of car doors to ensure smooth open and close operation with no contact or scraping with door frame or other elements.
- 4. Contractor shall provide new door restrictors to keep doors from being opened from inside the car more than 4" when the elevator is outside of the unlocking zone.
- 5. Contractor shall provide new car door tracks and hangers which shall be compatible with the new door operator equipment.
- 6. Contractor shall provide a new car door clutch to provide compatible operation with the newly installed release roller assembly.
- 7. Contractor shall replace any missing or damaged astragals.

Z. Hall Door Equipment

- 1. Existing entrances and entrance frames shall be retained.
- 2. Existing hall door sills shall be retained and fully cleaned and polished at all landings, with all residue and debris removed, including from the non-exposed portions of the sills

3. Contractor shall check travel path of hall doors to ensure smooth open and close operation with no contact or scraping with door frame or other elements.
4. Contractor shall provide all new hall doors, which shall be formed of steel with vertical members and proper insulation per industry standard. Doors shall be fire-rated per applicable code. Door finish shall be chosen by Owner, but shall be assumed to be #4 brushed stainless steel or equivalent.
5. Contractor shall replace any missing or damaged door bumpers, sight guards, astragals, or dust covers.
6. Contractor shall replace all relating cables, to include cables, wheels, and attachment apparatus. Adjust to ensure smooth and consistent door closing.
7. Contractor shall provide new steel hall door tracks specifically machined to match the door hangers. Tracks shall be of sufficient width to accommodate rollers.
8. Contractor shall provide all new hall door hangers, consisting of heavy duty door rollers manufactured to operate the hall doors smoothly and quietly. Contractor shall also provide upthrust rollers to allow eccentric adjustment.
9. Contractor shall provide all new interlocks with release roller assemblies. Interlocks shall be positive, electro-mechanical type designed to operate with the door operator and all other related door equipment. Interlocks shall prevent operation of the elevator unless hall doors are locked, and shall otherwise function according to all code guidelines.
10. Contractor shall install new door closers. Spirator-type closers or sill-mounted closers shall be acceptable. Contractor shall ensure that all hall doors self-close independently at all times, and otherwise comply with all code guidelines.
11. Contractor shall provide two removable plastic gibs per door, as well as one steel guide per door mounted between the gibs by machine screws or equivalent. All guides shall be arranged to travel smoothly within the sill grooves.
12. Contractor shall provide safety retainers at the top and bottom of all hoistway doors to retain the doors in position if the primary guiding means fail, and to prevent displacement of the top or bottom of the doors by more than .8 inches when subjected to forces as described in code.

AA. Top of Car Inspection Station

1. Contractor shall provide a new top of car inspection station compatible with all code requirements.
2. The station shall contain the following:
 - a. In inspection switch;

- b. Up and Down run switches;
- c. A stop switch.

3. Contractor shall also provide lighting on the cartop, which shall be properly guarded and grounded.
4. Operation of the inspection station shall be according to all applicable code guidelines.

BB. Alarm Bells

1. Contractor shall provide an alarm bell no less than 6" in diameter on top of the elevator.
2. Alarm bells shall sound upon application of the in-car stop switch or alarm button.

CC. Load Weighing

1. Contractor shall provide load-weighing device, mounted on top of the car or under the car.
2. Contractor shall indicate in their bid the type of load weighing device to be used.
3. Device shall be able to calculate the load within the car within 5%.
4. The device feedback to the controller shall be used for heavy load bypass, anti-nuisance operation, and pre-torquing if applicable.

DD. Top Emergency Exit

1. A top emergency exit shall be provided of size, style, and operation according to all applicable codes.
2. An electrical contact shall be provided such that, when the escape hatch is open, the elevator shall move at no more than 150 fpm.

EE. Top of Car Guard Railing

1. A guard railing shall be provided around the top of the car in accordance with code requirements.
2. The railing shall cover any area where the perpendicular distance between the edge of the car and the hoistway wall exceeds 12 inches.
3. The railing shall be fashioned and installed such that it does not restrict maintenance access to any cartop equipment.

FF. Guide Rails

1. Existing guide rails shall be retained. Rails shall be thoroughly cleaned of all grease, oil, dust, dirt, debris and other accumulated material. Rust shall be cleaned from the lowest guide rails. Contractor to evaluate integrity and replace the lowest rail if necessary.
2. All connection points shall be tightened and rail joints shall be adjusted as needed such that no noise or movement of any kind is detectable from within the car as the elevator or counterweight passes over the rail joints.
3. Rails shall be aligned as needed to comply with ride quality requirements found in this specification.
4. Contractor shall include in their price the installation of new brackets at intervals as required by code.

GG. Counterweight

1. Existing counterweight shall be retained. Entire counterweight assembly and frame shall be thoroughly cleaned of all grease, oil, dust, dirt, debris and other accumulated material. Rust shall be cleaned from all portions of the counterweight and related guards and apparatus, and all metal repainted. Any metal that is determined to have low integrity due to rust shall be replaced.
2. Contractor shall use any means necessary to eliminate any/all audible noise emanating from the counterweight that can be heard inside the elevator, in any elevator lobby, or in any adjacent space. This includes plates rattling, guide noise including creaking springs, squeaks from rollers, noise from sliding, etc.
3. Contractor shall properly counterbalance elevator at approximately 40% or as agreed to between Contractor and ECA. Such work shall be done after all modifications are made to the elevator cab. Contractor shall statically balance the elevator when all necessary weight has been added.
4. Contractor shall include in their bid 500 pounds of additional weight for the purpose of counterbalancing as described above.

HH. Car Guides

1. Contractor shall provide all new car and counterweight roller guide assemblies, including rollers sized according to manufacturer's recommendations. Assemblies shall be arranged so that roller guides are in constant contact with rails under all operational and load conditions.

II. Hoistway Limits

1. All new normal and final limits shall be provided and shall operate per applicable code guidelines.
2. Cam and roller limits are acceptable as are electronic limits such as the Adams KE device.

3. Contractor may choose their acceptable device, and shall indicate such in bid documents.
4. Regardless of device chosen, contractor shall ensure that operation of the limits cannot be heard from within the elevator. In all cases, the elevator shall meet the audible noise requirements found in this specification. Inability of Contractor to make the limits operate within the noise requirements will result in Contractor having to make any necessary modifications, including purchasing, at Contractor's expense new limits or a different type of limits.

JJ. Cab Shell, Frame and Platform

1. Contractor shall provide a new cab shell, which is assumed to be constructed of aluminum to allow the cab interior the Owner would like to have installed. Car platform will be evaluated and may be retained in conjunction with the new cab shell.
2. Contractor shall thoroughly tighten all members and adjust cab steadyng plates so that no squeaks, groans or any other noise shall be audible from within the cab while the elevator is at rest or during travel, and so that the elevator complies with all ride quality guidelines found herein.
3. Elevator shall be properly aligned so that the gap between the car and hall sills when the car is level with any floor shall not exceed 1.25" per ADA requirements. Where this is not possible, Contractor shall apply a metal strip to the car door sill to close the door gap at landings to within 1.25" tolerance.

KK. Safeties

1. Existing safety devices shall be retained and refurbished.
2. Safety devices shall be thoroughly cleaned and lubricated.
3. Operation shall be checked to ensure proper actuation in conjunction with the governor and according to all applicable codes.

LL. Toe Guard

1. A toe guard shall be provided to extend below the opening to provide safety at landings.

MM. Pit Buffers

1. Provide pit springs and all new pit steel to replace all rusted elements.
2. Operation of pit springs shall be according to code requirements and shall be tested as required.
3. Contractor shall ensure springs are labeled per code requirements.

NN. Pit Switches

1. Contractor shall provide a pit stop switch within reach of the egress point to the pit. The switch shall operate according to all code requirements.

OO. Painting

1. Contractor shall stencil 4" floor identification numbering on the hoistway side of all doors or on walls adjacent to hoistway doors.
2. Contractor shall stencil unit numbers no less than 2" in height on elevator controls, machines, governors, isolation transformers, filters cabinets, mainline disconnects, crosshead, and pit buffer. Stop switches and auxiliary disconnects shall be identified by number, but numbering may be smaller than 2" due to space constraints.
3. All newly installed equipment shall be painted before shipment with paint of the best quality and suitable for use in elevator application. Such equipment shall have paint touched up as needed at the completion of the project to ensure no exposed metal surfaces remain which may have become chipped or damaged during installation.
4. Retained equipment shall be thoroughly cleaned and painted. All matching equipment for each elevator shall be painted the same color.
5. At the completion of the project, Contractor shall ensure that all metal surfaces are adequately touched-up or otherwise painted and protected against rust and corrosion. Overall machine room appearance shall be professional in every way.
6. Contractor shall thoroughly clean and paint the pit floor and walls up to the level of the first landing.
7. Contractor shall thoroughly clean and paint the machine room floor and walls with a color approved by Owner.
8. Owner and ECA reserve the right to require additional painting as needed upon final inspection.

PP. Alternate 1 – Turnkey – Work by Other Trades

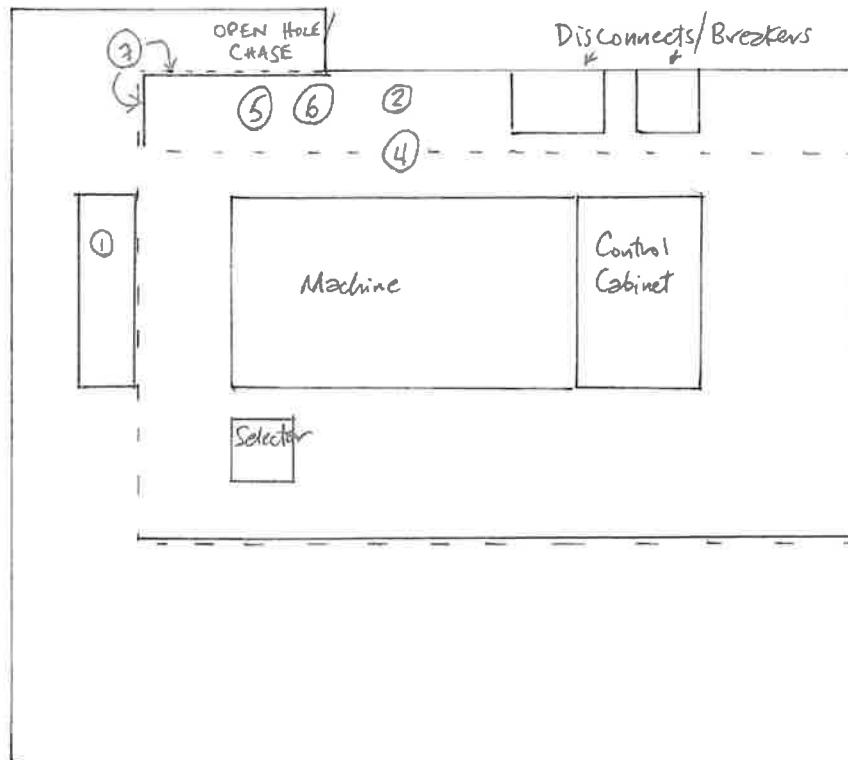
1. Contractor shall provide a complete price for all work listed in Part II, Section C. Elevator Contractor is expected to sub-contract all work in this section to Owner-approved vendors.

QQ. Alternate 2 – Traction Battery Rescue

1. Provide alternate price to install control manufacturer's standard traction battery rescue device. Include in this alternate price any additional electrical work required to accommodate the battery operation (do not include this work in the Turnkey alternate price).

EXHIBIT "B"

Machine Room Work by Others



1. Add step up into machine room
2. Move/remove all newer Honeywell equipment
3. Add 5' Metal Fencing to separate elevator equipment from the rest of the space
4. Remove all newer EMT in overhead space
5. Move/remove black hoses (perhaps HVAC)
6. Move/remove orange hoses
7. Add shorter (3-4') metal fencing to separate elevator equipment and protect from open hole/chase.

EXHIBIT “C”

Construction Agreement

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER #1859-ELEVATOR-26

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between [Insert Contractor]. ("Contractor") and Butte County Office of Education ("BCOE") ("Contract").

1. The Contractor shall furnish to the BCOE for a total price of _____ Dollars (\$_____) ("Contract Price"), the following services ("Services" or "Work"):

Contractor's duties and services under this Contract shall not include preparing or assisting the BCOE with any portion of the BCOE's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the BCOE. The BCOE shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with BCOE to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

2. Payment for the Work shall be made in accordance with the Terms and Conditions.
3. Contractor shall perform the Work at 1859 Bird Street, Oroville CA 95965 ("Site"). The Project is the scope of Work performed at the Site.
4. Work shall be completed within Three Hundred Sixty-Five (365) consecutive calendar days ("Contract Time") from the date specified in BCOE's Notice to Proceed, unless terminated earlier by the BCOE for cause or for convenience.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the BCOE or its authorized representative.

5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the BCOE will suffer damage that is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the BCOE, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars (\$ 500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

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6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input type="checkbox"/> Disabled Veterans' Business Enterprise Participation Certification
<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Roofing Project Certification
<input checked="" type="checkbox"/> Noncollusion Declaration	<input checked="" type="checkbox"/> Registered Subcontractor List
<input type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Off-Road Diesel-Fueled Fleet Certification	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Payment Bond
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Specifications
<input type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> Special Conditions
<input type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification	<input type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> Federal Debarment Certification
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input type="checkbox"/> Federal Byrd Anti-Lobbying Certification
<input type="checkbox"/> Drug & Alcohol-Free Schools Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Workplace Violence Prevention Plan Certification	<input type="checkbox"/> _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the BCOE has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the BCOE has issued a Notice to Proceed.

8. The Design Professional In General Responsible Charge for the Project is _____ ("Architect"), the construction manager on the Project is _____ ("Construction Manager"), and the project inspector on the Project is _____ ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

9. Inspection and acceptance of the Work shall be performed by Thomas Flanagan II of the Maintenance and Operations Department of the District.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

BCOE

ATTN: Thomas Flanagan
II
1859 Bird St.,
Oroville, CA 95965
tflanagan@bcoe.org

CONTRACTOR

Name: _____
ATTN: _____
[ADDRESS]
[FAX]
[EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each exhibit attached hereto is hereby incorporated herein by reference.
14. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
15. This Contract may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.
16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

BCOE

Signature: _____

Print Name: _____

Print Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 20____

[Contractor]

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
- 7. LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any redesign costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR:** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 10. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

15. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND DISTURBANCE ACTIVITIES:

15.1. Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter-Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

15.2. Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may be imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

15.3. Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform on-site inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMP").

16. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

18. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil

unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.

19. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

20. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

21. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

22. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

23. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

25. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

26. CHANGE IN SCOPE OF WORK:

26.1. Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor shall include maximums of ten percent (10%) mark-up for all tiers of subcontractors, five percent (5%) for overhead and profit, and two and one-half percent (2.5%) for bonds and insurance. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

26.2. Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

27. INDEMNIFICATION:

27.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District and its Governing Board, agents, representatives, employees, consultants, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

27.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

27.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

27.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

27.5. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

27.6. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

28. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

29. CONTRACTOR'S INSURANCE:

29.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

29.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

29.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

29.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required

coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

29.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

29.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

29.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

29.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

29.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

29.2.6. An endorsement stating that there shall be a waiver of any subrogation.

29.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

29.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

30. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

31. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of any student, parent, personnel, and/or disciplinary information that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

32. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

33. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors.

34.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

34.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

34.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iForm (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

34.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

35. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

36. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

37. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

38. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition

precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

39. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

40. TERMINATION:

40.1. If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to Contractor. Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

40.2. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the options available to the District under a termination for cause.

40.3. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

41. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

42. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

43. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

44. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

45. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

46. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

47. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

48. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the

remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

49. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

50. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

51. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the _____ of _____,
(Title) _____ (Bidder Name)
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20____ at _____.
(City, State)

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the _____ ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.
- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.
- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

Bidder must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

WORKPLACE VIOLENCE PREVENTION PLAN CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the _____ ("Contractor" or "Bidder") ("Contract" or "Project").

California Labor Code section 6401.9 requires covered employers to adopt a comprehensive workplace violence prevention plan, which shall be in writing and shall be available and easily accessible to the District's employees. To the extent that it may apply to Contractor's employees, the District's Workplace Violence Prevention Plan ("Prevention Plan") can be found here: [\[link to Prevention Plan\]](#) or is available at the District Office.

In light of Section 6401.9 of the California Labor Code, Contractor certifies that Contractor has ascertained that the personnel (including the entity's employees and Subcontractors) providing site services on the District's Project have (1) received comprehensive Prevention Plan training and (2) access to the Prevention Plan.

Contractor understands that the Project site will need to comply with the Prevention Plan requirements for its employees and Subcontractors. Personnel who have not received comprehensive Prevention Plan training and do not have access to the Prevention Plan or decline to state if they received such training and have access to the Prevention Plan will be treated as not receiving comprehensive Prevention Plan Training and not having access to the Prevention Plan.

Contractor agrees to compensate the District for any civil penalties and expenses (including attorney's fees) it accrues pursuant to the California Labor Code, including but not limited to, California Labor Code section 6401.9(g), for any California Labor Code violations stemming from Contractor's Project work.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the California Labor Code section 6401.9 .

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Butte County Office of Education ("BCOE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and BCOE policies, all BCOE sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in BCOE property. BCOE property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on BCOE property.

I acknowledge that I am aware of the BCOE's policy regarding tobacco-free environments at BCOE sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Butte County Office of Education ("BCOE") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The BCOE is not a "state agency" as defined in the applicable section(s) of the Government Code, but the BCOE is a local agency under California law and requires all contractors on BCOE projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the BCOE determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract

awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PAYMENT BOND
Developer's Labor & Material Bond
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Butte County Office of Education ("BCOE") and [Developer] ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

#1859-ELEVATOR-26 Project

("Project" or "Contract") which Contract dated _____, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Butte County Office of Education ("BCOE") and [Developer] ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

#1859-ELEVATOR-26 Project

("Project" or "Contract") which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the BCOE in the penal sum of

Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the BCOE all damages the BCOE incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the BCOE's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the BCOE of the lowest responsible bidder, arrange for a contract between such bidder and the BCOE and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the BCOE under the Contract and any modifications thereto, less the amount previously paid by the BCOE to the Principal, less any withholdings by the BCOE allowed under the Contract. BCOE shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof

made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the BCOE, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the BCOE may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the BCOE declares the Principal to be in default and notifies Surety of the BCOE's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Developer shall fail to make full, complete, and satisfactory repair and replacements and totally protect the BCOE from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Developer remains. Nothing herein shall limit the BCOE's rights or the Developer or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Developer must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

EXHIBIT "D"

ELEVATOR MAINTENANCE AGREEMENT

**INDEPENDENT CONTRACTOR AGREEMENT FOR
NON-CONSTRUCTION SERVICES
(ELEVATOR MAINTENANCE AGREEMENT)**

This Independent Contractor Agreement ("Agreement") is made as of _____, 2025, between the **Butte County Office of Education** ("BCOE") and _____ ("Contractor"). The BCOE and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

WHEREAS, the BCOE is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, the BCOE is authorized by California Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services if the contract amount is no greater than the annually adjusted statutory limit, which is **\$114,800 in 2025**.

WHEREAS, the BCOE is in need of those services and/or advice.

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the BCOE, and those services are needed on a limited basis as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the BCOE _____
services, as described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing Services under this Agreement on _____, 20____, and shall continue through _____, 20____ ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the BCOE's Superintendent. Services shall not be rendered until Agreement is approved by the BCOE's Superintendent. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Superintendent's approval date will be provided at the Contractor's risk.
- 4. Compensation.** BCOE compensation to the Consultant shall be as set forth in EXHIBIT "B" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed Written amount goes here dollars (\$_____), without the express approval of the BCOE's governing board.
- 5. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is

consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, BCOE shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by the BCOE. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by the BCOE only and remain exclusively the intellectual property of the authors.

- 6. Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the BCOE in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the BCOE's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, BCOE being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the BCOE, and are not entitled to benefits of any kind or nature normally provided to employees of the BCOE and/or to which BCOE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- 7. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 8. Certifications, Permits, and Licenses.** Contractor represents and warrants to BCOE that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 9. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the BCOE. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.
- 10. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the BCOE the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 11. Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of the BCOE and cannot be used without the BCOE's express written permission. BCOE shall have all right, title and interest in said matters,

including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the BCOE.

12. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the BCOE, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the BCOE shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

14. Termination.

14.1. With Cause by BCOE. BCOE may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 14.1.1.** material violation of this Agreement by the Contractor; or
- 14.1.2.** any act by Contractor exposing the BCOE to liability to others for personal injury or property damage; or
- 14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by BCOE shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the BCOE may secure the required Services from another contractor. If the expense, fees, and costs to the BCOE exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the BCOE upon the receipt of the BCOE's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the BCOE.

15.2 Without Cause by BCOE. BCOE may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by BCOE shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that BCOE terminates this

Agreement pursuant to this section, BCOE shall compensate Contractor for Services completed to date.

15.3 Upon termination, Contractor shall provide the BCOE with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

15. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the BCOE, the State of California, the Board of Trustees, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "BCOE Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the BCOE Parties. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by BCOE where such approval is not to be unreasonably withheld.

16. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

16.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

16.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the BCOE from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

16.3. Workers' Compensation and Employers' Liability Insurance. For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the BCOE and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

16.4. [REQUIRED IF BOX CHECKED] Professional Liability Insurance. One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

16.5. [REQUIRED IF BOX CHECKED] Abuse and Molestation Insurance. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and the BCOE from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

16.6. Other Insurance Provisions:

16.6.1. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

16.6.1.1. The BCOE, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

16.6.1.2. The Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

16.6.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

16.6.2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

16.6.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BCOE.

16.6.4. Contractor shall furnish the BCOE with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the BCOE before Services commence.

16.7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the BCOE.

17. Limitation of BCOE Liability. Other than as provided in this Agreement, BCOE's financial obligations under this Agreement shall be limited to the payment of the

compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

18. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the Superintendent of the BCOE and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any laws, ordinance, rules or regulations, Contractor shall notify the BCOE, in writing, and, at the sole option of the BCOE, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the BCOE. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the BCOE of the violation, Contractor shall bear all costs arising therefrom.

18.1. LABOR CODE REQUIREMENTS: Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the BCOE.

19. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If BCOE has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

19.1. All site visits shall be arranged through the BCOE;

19.2. Contractor and Contractor Parties shall inform BCOE of their proposed activities and location at the school site, allowing BCOE time to arrange site visits without a disruption to the educational process;

19.3. Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;

19.4. Once at such location, Contractor and Contractor Parties shall not change locations without contacting the BCOE;

19.5. Contractor and Contractor Parties shall not use student restroom facilities; and

19.6. If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage

prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

If to BCOE

Butte County Office of Education
ATTN: Thomas Flanagan II
1859 Bird Street
Oroville, CA 95965
EMAIL: tflnagan@bcoe.org

If to Contractor

Name: _____
ATTN: _____
ADDRESS: _____
FAX: _____
EMAIL: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

21. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

24. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

25. Disputes. In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Butte County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the BCOE. For purposes of those provisions, the running of the time within which a claim must be presented to the BCOE shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

27. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

28. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

BCOE:

Dated: _____, 2026

Butte County Office of Education

SIGNATURE

Mary Sakuma

PRINT NAME

Superintendent

PRINT TITLE

CONTRACTOR:

Dated: _____, 2026

[INSERT NAME OF CONTRACTOR]

SIGNATURE

PRINT NAME

PRINT TITLE

Information regarding Contractor:

License No.: _____

: _____

Address: _____

Employer Identification and/or Social Security Number

Telephone: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the BCOE requires the Contractor to furnish the information requested in this section.

Facsimile: _____

E-Mail: _____

Contractor's state of residence: _____

States in which Contractor is licensed to do business: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Part I: General Conditions

A. Definitions/Scope of Work

1. This Exhibit is entered into under the terms of the Service Contract to which this Exhibit is attached.
2. Throughout this Exhibit, the term "Contractor" shall refer to the Elevator Contractor entering into this service contract. The term "Owner" shall refer to both the Owner and Owner's Agent as defined on page one of the Service Contract. The terms "Exhibit" or "Contract" each refer to the entire Agreement, which includes both the Service Contract, Exhibits A-C and any/all other contract documents.
3. The Contractor shall provide elevator maintenance for the equipment at the subject property as listed in Part IV of this Exhibit. The scope of service shall be as defined in Part II of this Exhibit.

B. Price

The price for services is found on page 1 of the Service Contract, and shall be further modified as found in Part III of Exhibit A.

C. Safety

1. Contractor shall be fully responsible to train all employees in any and all safety procedures, practices and precautions required for them to execute the work under the Contract in the safest possible manner.
2. Contractor shall provide all employees with all tools and equipment necessary for the safe execution of their work.
3. Contractor agrees to comply with any and all regulations relating to safety as set forth by OSHA or any other governmental entity or authority having jurisdiction.

D. Records

1. Contractor shall maintain complete and accurate records of all time spent on the property, including the exact times Contractor's personnel arrived and left the property, as well as detailed descriptions of all work performed while on the property.
2. Contractor shall likewise maintain records of all callbacks regarding the subject equipment, including the time the call was received, the time Contractor's personnel arrived on-site, the problem description, and the eventual problem resolution.
3. Contractor shall otherwise keep complete records of any and all work or other transactional activity related in any way to the Contract. Records shall be retained for a period of not less than five years.

4. Upon request from Owner, Contractor agrees to provide records in order to substantiate any billing resulting from the Contract.
5. Wherever convenient and practical for Owner, Contractor's online records may be offered in lieu of paper records or reports.

E. Section Headings

It is understood that section headings found in this Exhibit are solely for ease of use and do not constitute a substantive portion of the Exhibit. In no way shall section headings limit, modify or otherwise affect the scope of this Exhibit.

F. Singular/Plural

Throughout this Exhibit, it shall be understood that the use of singular shall also constitute plural meaning, and that the use of plural shall also constitute singular meaning.

Part II: Scope of Work

A. General

1. The Scope of this Exhibit as defined herein is for full maintenance of the elevator equipment at the subject property. All maintenance is to be performed according to industry standard, as well as all applicable elevator codes as modified by local jurisdictional authority, as well as any other code, law or regulation by any authority having jurisdiction on or related to the elevator equipment at the subject property.
2. All requirements defined in this Exhibit shall be the minimum required. Contractor at all times is responsible for the reliable and safe operation of all equipment covered under the Contract. No portion of this Exhibit shall be construed to limit the Contractor's responsibility to fully maintain the equipment according to code requirements, or any other law, rule or regulation, or according to industry standard. Contractor is solely responsible for all maintenance practices, procedures, safety standards, etc.
3. Contractor agrees to accept all equipment covered under the Contract in its present condition, unless otherwise noted in a rider to the Contract signed by Owner and Contractor. No pre-maintenance charges or other charges will apply related to any condition of any piece of equipment which was in place at the time of commencement.
4. Should Contractor discover any missing or damaged equipment upon first visiting the property after the commencement of the Contract, Contractor must notify Owner of the problem within 24 hours. Owner and/or Owner's Consultant will verify the issue and take steps with the previous contractor as needed to remedy the situation. If the situation cannot be remedied by the previous contractor, Contractor may be allowed to charge for remediation with consent of Owner.

B. Contractor's Personnel

1. Contractor agrees to assign a single route mechanic to perform no less than 90% of the regular preventive maintenance at the property. This route mechanic shall be acceptable to Owner at all times, and Owner may request a different mechanic according to the terms of Part II, Section B.2. The route mechanic shall visit the property for the purposes of performing preventive maintenance no less than once per month. Logs shall be kept in the elevator machine room showing the dates of visit, Contractor

personnel who was on site, and a brief description of work performed. More complete records may be maintained and shared via Contractor's online records as applicable.

2. Owner reserves the right to require the removal of any of Contractor's employees from the subject property, either temporarily or permanently, at Owner's sole discretion. Owner shall provide Contractor with the reason for the request, and may, at Owner's sole discretion, agree to allow the return of said employee with an action plan by Contractor to correct the reason given for removal.

3. Contractor agrees to commit personnel for a minimum number of hours per month as indicated in Part II, Section W.5 of this Exhibit. This minimum number of hours shall ONLY apply to preventive maintenance work. No repair work, callback service, or any other work done that is not specifically related to preventive maintenance, shall apply.

4. Contractor shall assign a member of supervisory staff to the property. The cell phone number of this supervisor will be made available to building management, and the supervisor shall be on call 24 hours per day, 7 days per week. Owner agrees to use Contractor's standard procedures for callbacks, but reserves the right to call Contractor's supervisor as needed for problem resolution.

5. Contractor's supervisor shall visit the property no less than once per quarter, making an appointment with the Office of the Building. The first visit will occur within the first week of the Contract to assess the initial condition. Contractor's supervisor shall produce a written report within one week of visiting the property and provide it electronically to Owner. The report must contain a condition assessment, as well as any expected repairs which will be planned for the following quarter and any other items worthy of note.

6. In the case of any entrapment, Contractor's supervisor will produce a complete report of the incident, including the exact cause of the entrapment and any precautions or repairs which are being undertaken to prevent recurrence. Contractor's supervisor will visit the property as needed, or upon request of Owner, to investigate any entrapment.

7. Contractor shall assign an account manager or similar support personnel to manage the account with respect to all administrative issues. The cell phone number of this person will be made available to Owner, and the person will be on call 24 hours per day, 7 days per week.

8. Contractor shall conduct quarterly meetings with Owner to go over the operation at the property. These meetings will be scheduled by Contractor at Owner's location and at a time convenient for Owner. Contractor's route mechanic, supervisor and account manager will attend the meeting. Contractor will be responsible for taking notes, distributing minutes, and assigning action items. Contractor's branch manager or other management personnel will attend the meeting upon request of Owner.

9. If at any time Contractor identifies any issue which endangers the safety of any person, including, but not limited to, elevator passengers, people passing by any elevator opening or in any elevator lobby, or Contractor's personnel or any other person present in an elevator machine space or accessing any elevator machine space (by adjacent corridors, stairs, or any other means), Contractor must notify Owner verbally before leaving the property, and in writing within 24 hours.

a. If the issue is one which is covered under the Contract, Contractor shall correct the item before leaving the property.

b. If the issue cannot be corrected immediately (for example, if parts must be ordered), Contractor shall make all necessary precautions to secure the elevator, including leaving the elevator out of service.

If the issue is in an elevator-related space, Contractor shall work with Owner to secure the area and make all necessary precaution to prevent injury to any person. Contractor shall then expedite the repair of the noted item, including paying, at Contractor's expense, any fees relating to expedited shipping and delivery.

c. If the issue is one that is not covered under the Contract but can be corrected by Contractor, Contractor shall submit a proposal to Owner within 24 hours of discovering the condition. Contractor shall again work with Owner to secure the area, to leave the elevator out of service, or to otherwise prevent injury to any person while Owner processes the proposal. Once approval is given, Contractor will immediately proceed with correction of the noted item.

C. Maintenance Coverage

Contractor shall examine, clean, lubricate, paint, adjust and, when necessary, repair or replace, equipment, parts, components, assemblies, and all other components of the elevator systems at the subject property including, but not limited to, the following:

1. Control systems, dispatching systems, selectors, isolation transformers, resistor cabinets, filters and all other devices related to the control system, including, without limitation, every component, part, device or assembly contained within the cabinets of the referenced devices, or otherwise related in any way to the system. This includes all circuit boards, relays, electrical sub-components, contacts, wiring, contactors, transformers, solid state or mechanical starters, encoders, switches, etc. All parts of the selector shall be covered, including encoders, switches, selector tape, etc. Also covered shall be any computer or computer equipment directly related to the control system, including dispatching computers, computers used for remote monitoring, etc.
2. Solid state drive, including SCR, VVVF, or any other type of solid state drive installed, including all internal sub-components, contactors, and all other portions of the drive including the drive itself and the enclosure and mounting apparatus.
3. Battery lowering devices and all components, including testing and supplying new batteries as needed to ensure the device will operate as intended in the case of a power outage.
4. Hoist machines, and all related components, including, but not limited to, worm and gear, all other gears, all bearings, all brake components including pulley, coils, shoes, linings, pins and contacts, and all other parts of or parts related to the machine. Regrooving of hoist machines shall be performed as needed. Whenever a hoist machine is regrooved, a new set of hoist ropes shall be provided.
5. Hoist motors, including the hoist motor portion of gearless machines, and motor generators. This includes all rotating elements, windings, commutators, brushes, brush holders, bearings, coils, and all other related components. Windings shall be treated with manufacturer approved insulating compound as needed.
6. Wire ropes, governor ropes, or coated steel belts or any other type of rope or belt serving the purpose of hoisting ropes, including in machineroomless applications, shall be changed as often as needed to maintain an appropriate factor of safety. Whenever hoist ropes are changed, the hoisting machine shall also be regrooved. In no case shall any rope diameter fall beneath the minimum factor of safety allowable by applicable code. Ropes shall also be checked and lubricated as needed to minimize crown wear and rouging. Rope tension shall be equalized as needed. Ropes shall also be shortened as needed to maintain proper clearances. Whenever ropes are changed, only wedge shackles shall be used. Ropes shall be re-socketed for drum machines as needed.

7. Rope grippers, rope brakes, or other devices used to prevent unintended car movement.
8. Earthquake devices of any kind, including "shake plates", "ring and string", and any other device used to sense seismic activity.
9. Entire pump/power unit, including pump motor, shafts, gaskets and rings, bearings, all sheaves, belts, all valves and all valve components, seals, mufflers, tank, including structural integrity of the tank, heating element, strainers, oil coolers and all exposed piping including fittings and shut off valves. All hydraulic oil shall be supplied by Contractor.
10. Any portion of the plunger and cylinder accessible above ground, all exposed piping, valves, connections and fittings, packings, all rings and gaskets, cylinder head assembly, isolation equipment, connections of piston to elevator, and all other exposed portions of the piston/jack assembly.
11. Governors, including all sheaves, shafts, bearings, contacts, jaws, and including entire governor tension sheave assembly. Car and counterweight safeties and all related components. Any and all secondary or deflector sheaves, 2:1 sheaves, and any other car or counterweight sheave assembly, including all bearings and related components. Car and counterweight buffers, pit springs, stop switches, all compensating devices including chains, ropes, guides and sheaves and all related components. Car and counterweight guide rails, fishplates, retainer plates, brackets, etc., including straightening as needed. Complete counterweight including rack, frame and attachments. Complete car and counterweight roller guide/shoe assembly, including replacement of guides as needed to meet ride quality requirements. All hoistway leveling equipment and limits, including cams, vanes, switches, magnets, electronic components, tape, tape assemblies, or any other related component of any kind.
12. Conductor cables, traveling cables and all wiring in all elevator cabs, cartops, elevator spaces and the machine room, including all wiring, feeders and distribution extending from the mainline switches to the elevator equipment.
13. Contractor shall be responsible for replacing all light bulbs or lamps in the elevator pit, under car, top of car, and in the elevator machine room, including overhead and secondary spaces.
14. Hoistway door interlocks, hangers, rollers, tracks, all door guides, all closing devices of any kind, door retainers, door restrictors, cords, cables, pivots and pins, hinges and sight guards.
15. All door operators of any kind, including circuit boards, relays, motors, belts, gears, pulleys, and any and all other parts of the operator. Car door hangers, rollers, up-thrusts, eccentrics, clutch, release rollers, closers and closer arms. Door protective devices including detector edges, mechanical safety edges or photo eyes. Bottom door guides and cleaning of unexposed portions of the elevator sills. Contractor shall be responsible for adjusting all doors to operate smoothly and without contact with any portion of the installation. Scrapes on car or hoistway doors as a result of misadjustment of the doors will be repaired at Contractor's expense.
16. Load-weighing devices, car frame and platform, top of car inspection station/runbox, car fans/exhaust blower, car air conditioning, alarm bells, emergency stop switches, emergency car lighting including all batteries.
17. All car and hall fixtures of any kind, including, but not limited to, car and hall lanterns, car and hall position indicators, car and hall buttons, all key switches of any kind in the car or hall, hoistway access switches, in-car communication system, voice annunciator system, all gongs, chimes, bells and

other audible signals, etc. Contractor is responsible for the proper operation of all pushbuttons, signals and switches, both functionally and operationally. Contractor shall relamp all visual signals of any kind immediately upon discovering that they have failed or burned out. At least quarterly, Contractor shall perform an exhaustive inspection of all visual and audible signals and relamp or repair any non-operational signals. All backup batteries of any kind are to be tested and replaced by Contractor as needed. Any lobby panels, fire control panels, or any other device connected to the elevator system, wherever located at the property, shall be maintained by the Contractor in proper working order, including relamping of all signals as needed.

18. Elevator management systems, including all computer equipment, shall be maintained by Contractor. Contractor is not responsible for communication means to the computer (Ethernet, modem, etc.), but Contractor will assist in troubleshooting communication problems as needed. Contractor is not required to purchase new computer equipment if it fails.

19. Contractor is responsible for ensuring proper operation of the elevators under standard operation and all secondary operations, including, but not limited to, fire fighter's operation, emergency power operation, earthquake operation, independent service, inspection operation, swing operation, hospital service, VIP service or any other special service or operation of any kind.

D. Exclusions

The following items shall be excluded from coverage under the Contract:

1. Repairs required because of misuse, abuse, or vandalism caused by anyone other than Contractor or Contractor's employees, or any other cause outside of Contractor's reasonable control, other than normal wear and tear.
2. Car enclosure, including wall panels, flooring, hung ceilings, light fixtures (including relamping), mirrors, signs or handrails, including cleaning of any of the above items.
3. Car and hoistway doors and door frames, with the exception of damage caused by misadjustment of the doors by Contractor. Car and hoistway door sills, including cleaning thereof.
4. Braille plates and other signage, provided Contractor alerts Owner when any sign has become worn, damaged or unreadable. In particular, Contractor must alert Owner when any Braille or other ADA-related signage becomes worn to the point that it may be deemed to no longer comply with ADA (i.e., white paint wearing off or the like).
5. Mainline disconnect switches and fusing.
6. Telephone lines and data lines, including Ethernet, modem, etc.
7. Fire and life safety equipment, other than the responsibility to accept signals from the equipment and actuate proper operation assuming the proper signals are given.
8. Underground portion of the hydraulic piston and cylinder, and any underground or buried piping.
9. Hoistway enclosures.
10. Emergency power generator or related connections to the elevator equipment.
11. Damage to the building structure which may occur during code-mandated elevator testing.

12. Any code-mandated testing which is not in place upon the commencement date of the Contract.
13. Any attachment or upgrade required by changes in code or recommended by Owner's insurance company, consultant, or any other entity after the commencement of the Contract.
14. When the Contractor becomes aware of any item which is not covered under the Contract, Contractor shall notify the Owner verbally upon the same visit and in writing within 24 hours. If the item is one which can be corrected by the Contractor, Contractor shall submit a proposal to Owner within 48 hours for the correction of the noted item. Proposal should include an explanation as to why the item is, in the Contractor's opinion, not covered under the Contract. Owner reserves the right to employ a consultant to assist in determination as to whether or not the noted item should be covered. Determination shall be made mutually between the parties according to industry standards.

E. Complete Coverage

The Contract provides for complete and total maintenance of the elevators and all related equipment. Unless an item is specifically excluded in Part II, Section D, it is assumed to be covered under this Contract. Any device covered under the Contract which is similar to an elevator or escalator, such as a wheelchair lift, stage lift, material lift or moving walk, shall be covered similarly to the elevators detailed herein.

F. Obsolescence

Should any part or assembly be deemed obsolete by Contractor, the following shall apply:

1. Contractor must provide a list in writing to Owner at the commencement of the Contract of any items which are deemed to be obsolete.

2. Should any part or assembly become obsolete after the commencement of the Contract, Contractor must alert Owner to this fact in writing as soon as Contractor becomes aware of the obsolescence.

3. If a part or assembly fails and Owner has not received advance notice of the obsolescence in writing, Contractor is fully responsible for any and all expense necessary to return the elevator to service in the event the part or assembly fails. This includes any new attachments or upgrades, up to and including the installation of a new controller or other major component.

4. If a part or assembly fails and the Owner has received and accepted notification of the obsolescence, the Contractor must cover the cost which would reasonably have been associated with replacing or repairing the part or assembly had it not been obsolete. As such, the following will apply:

a. If a compatible part is available which can fit in place of the obsolete part with similar cost, Contractor shall purchase and install that part at no extra charge

b. If the obsolete part or assembly can be repaired, Contractor shall have it repaired and shall reinstall the part at no additional charge.

c. If no compatible part or assembly is available, but an upgrade or attachment is available which can return the elevator to service, the Contractor shall install the upgrade or attachment after submitting a proposal to Owner and receiving approval. Contractor shall deduct from the proposal the amount which would reasonably have been associated with replacing the original part had the part not been obsolete.

G. Examination

Contractor shall visit the property no less than once per week. At least once per month, Contractor shall examine each elevator and the entire elevator system, including, but not limited to, the following:

1. Observe dispatching to ensure elevators are answering calls properly and in a logical manner. Only one elevator shall answer any call, elevators shall all be in operation during busy times, etc.
2. Test the operation of all door protective devices, alarm bells, in-car communication devices, and any other safety device.
3. Check the operation of all hall and car pushbuttons and signals to ensure proper response and operation.
4. Ride each elevator, observing ride quality, door operation, and all other aspects of the elevator's operation as perceived by the public.
5. Enter each machine room, observing the operation of all control, machine, motor, and governor equipment, noting areas for correction or maintenance.
6. Observe each pit, examining all pit equipment and equipment on the bottom of each car, noting any areas for repair or maintenance.
7. Ride the top of each car the full length of the hoistway, checking the proper operation of all hoistway equipment and door equipment, noting equipment or other areas in need of maintenance.
8. All equipment covered under the Contract shall further be examined, calibrated and tested periodically as required by all applicable code as modified by local jurisdictional authority.
9. If any examination reveals required repairs or other attention needed, Contractor shall proceed to make the noted corrections on the same visit. Or, if parts or a repair team are required, Contractor shall schedule the repair within no more than 30 days.
10. If examination reveals any item which would be Owner's responsibility to correct (water in pits, problems with signage, etc.), Contractor shall immediately notify Owner of such items.

H. Cleaning and Housekeeping

Contractor shall keep all machine spaces clean and orderly at all times including, but not limited to, the following

:

1. Cleaning compounds shall be supplied by Contractor and shall not be flammable nor have an odor which is detectable outside of the elevator equipment areas. MSDS sheets for any compounds used shall be maintained in the elevator equipment room and made available to Owner upon request.
2. Contractor shall keep all elevator equipment clean at all times in a manner which ensures proper operation and long life.
3. Contractor shall keep the machine room orderly at all times. Prints, manuals, tools, and all spare parts shall be kept in appropriate cabinets supplied by the Contractor. The doors to these cabinets must be

maintained in a closed position at all times. Trash shall not be allowed to accumulate at any time, and must be disposed of in a proper trash receptacle to be provided by Contractor. Rags and other reusable cloths shall be stored in an appropriate bin and shall be removed periodically. In no case shall either the trash receptacle or any other bin be allowed to overflow, but instead must be emptied by Contractor.

4. All horizontal surfaces in any machine space, including the top of the elevator shall be wiped down at least monthly to maintain a professional appearance and to maintain overall cleanliness. The machine room and pit floors shall be swept monthly and any oil, grease, or other material shall be removed from the floor immediately when observed.

5. Pit buckets shall be emptied as needed to prevent overflowing.

6. Once per year, Contractor shall thoroughly clean the entire hoistway and all equipment therein to remove any accumulated dirt, grease, oil, or other material.

I. Lubrication

Contractor shall keep all moving parts lubricated at all times to prevent premature wear and tear and to prevent noise audible to the public.

1. Lubrication of all equipment shall be checked and performed no less than once per month, or as needed whenever any moving part causes noise audible in public spaces within or adjacent to the elevator.

2. All lubricants shall be provided by Contractor and shall meet all requirements set forth by the original manufacturer as well as all applicable code guidelines.

3. Lubricants shall be appropriately stored at all times in approved metal containers.

4. At least once per year, gearboxes and bearing oil reservoirs shall be drained and refilled with the proper type and grade of oil.

5. In no case shall any oil drip pan or catch pan be allowed to overflow.

J. Painting

Contractor shall be responsible for painting the elevator equipment to maintain a professional appearance and to prevent rust and maintain the long life of the equipment.

1. Elevator equipment shall be painted as needed with heat resistant enamel to completely prevent rust from occurring.

2. The machine room walls shall be painted by Contractor at least once during the life of the Contract, with the scheduling of such work at Owner's choice.

3. All equipment shall be numbered with stenciled paint. Numbering shall be repainted as required to properly identify all equipment.

4. All painting shall be done to comply at all times with all applicable codes.

K. Adjustment

Whenever the performance of the equipment varies from its normal intended performance, Contractor shall adjust the equipment to return the equipment performance to industry standard, and to ensure that the equipment is in full compliance with all codes, laws and ADA. In addition to insuring that the equipment be constantly in compliance with all codes, laws and ADA, the equipment shall be further adjusted at all times to comply with the following requirements:

1. Ride Quality: The ride quality of each elevator shall meet the following requirements, as measured by a standard ride-quality analyzer approved by Owner and/or Owner's consultant, using the A95 scale with ISO filter on:
 - a. Maximum horizontal peak-to peak vibration: 20.0 mili-g in any direction;
 - b. Maximum vertical peak-to-peak vibration: 15.0 mili-g in either direction;
 - c. Ride quality shall be measured by Contractor upon commencement of the Contract to establish a baseline, and then every two years thereafter, or upon request of Owner should Owner feel ride quality has deteriorated during the term of the Contract.
2. Noise: The audible noise produced by the elevator as measured inside the elevator shall not exceed the following levels. Note that noise readings apply over ambient noise:
 - a. Car at rest with doors closed and fan running: 50 dba;
 - b. Car running at high speed with fan running: 60 dba;
 - c. Doors in operation: 60 dba.
3. Dispatching: Dispatching shall at all times operate in the most efficient possible manner to minimize wait times of the elevator ridership. Upon request of Owner, Contractor agrees to perform a recorded traffic study to provide an analysis of the efficiency of the system at different times of the day. Contractor shall suggest to Owner different parking or other options available within the dispatching system to minimize wait time and increase efficiency.
4. Performance Times: All performance times shall be set according to Owner's direction, subject to requirements of ADA and elevator code. As a guideline, the following shall apply:
 - a. Door close pressure: No greater than 30 pounds per code;
 - b. Door dwell time after a car or hall call: No less than 5.0 seconds per California Building Code and ADA;
 - c. Door dwell time after reopening: approximately 1.5 seconds;
 - d. Car Speed: Within 10% of rated speed;
 - e. Door open time: Approximately 2.0 seconds;
 - f. Door close time: Approximately 3.0 seconds;
 - g. Floor to floor performance time: Approximately 12.0 seconds;

L. Repair and Replacement

Contractor shall be responsible to repair or replace as needed any part of the elevator equipment as necessary to maintain the continuous operation of the elevators.

1. If a decision is to be made whether to repair or replace a component, Contractor shall choose the option which returns the elevator to service most quickly, unless Contractor has a valid reason to choose otherwise (i.e., if the option requiring more downtime would have a longer life after installation). In such a case, Contractor shall communicate with Owner the reason for their decision.
2. All replacement parts shall be new parts produced by the original equipment manufacturer. If new, OEM parts are no longer commercially available, parts refurbished by the OEM shall be provided. Where no OEM parts are available, third party new or refurbished parts may be supplied.

3. Whenever possible, parts shall be replaced in advance of any failure which would cause the shutdown of elevator equipment, and thus a possible entrapment. Wherever there is evidence that a part may fail, the Contractor must replace the part proactively as opposed to waiting for it to fail.

4. When no replacement part is available for any component of the system, but that part can be repaired, Contractor is responsible for the cost to repair and the labor to remove and reinstall the part. All repairs shall be made in a way that minimizes downtime. Contractor shall repair the part on site if possible. If it is not possible to repair the part on site, Contractor will pay any necessary charge to expedite the repair and return the elevator to service as soon as possible.

5. In the event that major repair becomes necessary, Contractor shall provide a separate repair team to allow the regular route mechanic to focus on preventive maintenance.

M. Parts Availability

It is understood that a proper parts stocking program is critical to minimize elevator downtime. As such, Contractor agrees to keep the following parts available at all times:

1. In the machine room: All electronic sub-components and other consumable parts such as relays, contacts, transformers, leads, switches, etc. Contractor shall maintain in the machine room a list of all spare parts to be kept on-site. Contractor shall demonstrate to Owner upon request that all parts are indeed in stock.

2. In the Contractor's local warehouse (within 20 miles of the subject property): All circuit boards of any kind installed in any elevator, door operator motors and other mid-level parts which may need to be replaced.

3. Available within 48 hours from Contractor's national stock or from OEM or other sources: All SCR, VVVF or other driving units, motors, armatures, field coils, and any other major item which can be replaced on-site.

4. Where parts cannot be guaranteed to be available to arrive on site within 48 hours due to limited availability in the industry, such as certain parts which may no longer be manufactured (Baldor drives, for example), Contractor shall purchase and maintain a spare in the machine room or in their local warehouse earmarked specifically for this property.

N. Technical Support/Expertise

Contractor warrants that Contractor has access to technical support for each piece of subject equipment. Such support must include the following:

1. Telephone troubleshooting assistance available five days per week during normal business hours.

2. Access to all parts required to maintain the equipment.

3. Access to software engineering should changes be required in the elevator software.

4. Access to hardware engineering capable of modifying the elevator system according to Owner requirements as needed.

5. The required support may be “in-house”, however Contractor shall guarantee that the support system available can acquire all parts, software, and technical assistance to meet all performance requirements contained in this Exhibit.

O. Testing and Inspections

1. Contractor shall provide assistance as necessary for code mandated inspections by jurisdictional authority at no additional charge.

2. In the event that any code violations or other corrections are noted by jurisdictional authority, Contractor shall correct such violations within the term given by the authority. If the noted items are not covered under the Contract, Contractor shall immediately note this fact to Owner. For items which can be corrected by Contractor, Contractor shall immediately submit a proposal for the work to Owner. For items which are to be corrected by Owner or other trades, Contractor must bring these items to the attention of Owner and make it clear in writing that Contractor will not be correcting the noted items. In the event that Contractor does not complete items which are clearly the Contractor’s responsibility by the date mandated by code authority, whether or not the work has been proposed to and approved by Owner, penalties may apply as found in Part II, Section W.1 of this Exhibit.

3. Contractor shall complete all testing required by applicable code as modified by local jurisdictional authority, including no-load tests, full-load test, hydraulic pressure tests, and any/all tests required of elevators by code authority. Contractor shall properly tag equipment within 48 hours of successfully performing any such test. Regardless of jurisdictional requirements, Contractor shall perform annual no-load tests and 5-year full load tests as described in ASME A17.1 elevator code. Such tests will be performed at no additional cost.

4. Contractor shall also perform monthly fire service testing and assist in emergency power testing, and any and all other tests required by any authority having jurisdiction at the property. Load and pressure testing shall be performed during regular hours. If Owner requires such tests to be performed after hours, Contractor shall do so and may charge the difference between regular time and the applicable overtime rate. Contractor agrees to assist in monthly fire service testing and emergency power testing outside of normal hours, Monday through Friday, at no extra charge. Owner agrees to make such tests during normal hours if possible. If not possible, Owner will schedule such tests as close as possible to normal hours. Any time spent assisting in such inspections shall be allowed to be counted toward Contractor’s minimum preventive maintenance hours referenced in Part II, Section W.5 of this Exhibit.

5. Contractor shall ensure that all code mandated tests are completed by the due date. Contractor shall submit a schedule for testing at least 90 days prior to the due date, leaving ample time for the tests to be completed before the tests are past due. Should Contractor neglect the submission of said schedule or otherwise fail to complete the tests by the due date, penalties will apply as found in Part II, Section W.2 of this Exhibit. However, if Contractor schedules tests in advance and the tests are then postponed until after the due date at the request of Owner, no penalty shall apply.

P. Property Rules and Regulations

Contractor agrees to comply with all rules and regulations specific to the subject property, including, but not limited to, the following:

1. Regular working hours under the Contract shall be 7:00 am through 5:00 pm.

2. Contractor personnel shall always check in and check out with Owner designated personnel any time Contractor arrives or leaves the property.

3. No work may be done outside of normal working hours without written approval from Owner.

4. Contractor shall give Owner at least 30 minutes' notice before any planned, non-emergency elevator outage. Owner shall reserve the right to require Contractor to plan further in advance if the building cannot give up the elevator at the proposed time.

5. When any single elevator is out of service, such as a service elevator or other simplex elevator which is the only elevator responding to a particular set of hall buttons, the elevator shall be identified as out of service with signage posted at every floor in view of the hall buttons controlling that elevator. The signage shall be removed once the outage is complete.

6. Contractor shall determine at the outset of the Contract the times of day which are best to take elevators out of service, and shall endeavor to plan service visits during those times.

7. Any work which would produce a level of noise that is audible to building tenants, or which would produce an odor detectable to tenants, or which requires burning, must be planned with Owner at least 7 days in advance of the work. If the work is unplanned and related to returning an elevator to service, Contractor will alert Owner to the work to be done so that Owner may appropriately warn tenants. If Owner elects to have the work done after hours, Contractor may charge the difference between regular time and the applicable overtime rate. For work requiring burning, Contractor shall alert Owner and work with Owner to make any necessary adjustments to the fire and life safety system to allow the work to proceed.

8. Contractor shall ensure that all entries to any machine space are kept closed and locked at all times, whether they are on property or not.

9. Contractor personnel shall wear uniforms at all times and carry photographic identification demonstrating that they do work for Contractor.

10. Contractor personnel shall conduct themselves in a professional and polite manner at all times. At no time shall Contractor personnel make any comment to any building tenant regarding the elevator service, or give any details as to work being performed or required at the property. All questions regarding the elevators must be referred to building management.

Q. Callback Service

Contractor shall provide callback service 24 hours per day, 7 days per week, 365 days per year. This is a time differential Agreement. As such, any labor expended after normal hours during a covered callback may be charged at the difference between regular time and the applicable overtime rate.

1. Contractor shall supply at no additional charge a 24 hour phone line which will be answered by a live operator at all times. This line will accept emergency calls made from within any elevator, and will also accept calls from building personnel.

2. Contractor shall dispatch qualified elevator personnel to any callback made from within the elevator, or to any callback made by authorized Owner personnel in which Owner requests immediate service. Owner may also request, at Owner's sole discretion, that service occur the next business morning.

3. In no case shall the time from the call to the time the Contractor arrives on site exceed one (1) hour, or, in the case of an entrapment, thirty (30) minutes. If the Contractor's response time exceeds these targets, penalties may apply as shown in Part II, Section W.6.

R. Ownership

1. Owner shall at all times retain ownership of the subject elevator equipment, including all components and software installed therein.
2. Contractor shall not remove software from the property without the consent of Owner. In any case, software may only be removed in order to make authorized copies, and then it must be returned immediately.
3. Wiring diagrams are the property of the Owner and must remain on the property at all times. Contractor agrees to note any changes on the wiring diagrams such that they represent the current state of the elevator system.
4. Contractor retains ownership of any tools, including diagnostic tools and software.
5. Contractor also retains ownership of any spare parts purchased but never installed at this property. Once any part is installed, it becomes the property of Owner, even if it is later removed from service.

S. Remote Monitoring

Contractor may install remote monitoring type devices on subject equipment with written approval from Owner. Contractor must give Owner requirements for phone and data lines, and Owner shall, at Owner's discretion, supply such lines for Contractor's use.

T. Reporting/Online Records

Contractor agrees to provide, through paper or electronic reports or online records, as applicable, a complete monthly report of all activity at the property including, but not limited to, service visits, callbacks, entrapments, repairs, etc. Report must include the date and time of the service, the personnel involved, and a complete description of any work done or of any service event, outage or entrapment.

U. Owner's Right to Evaluate Work

Owner reserves the right to evaluate Contractor's work through the use of a qualified elevator consultant. Contractor agrees to respond to consultant's report within two weeks of receipt. Once Contractor and consultant agree that the noted items are indeed to be corrected according to standard industry practice, manufacturer's recommendations, applicable code, ADA, or other law or guideline, Contractor agrees to complete the noted items within the agreed upon period of time. In the event Contractor fails to complete the noted items during the agreed upon time, penalties may apply as found in Part II, Section W.3 of this Exhibit.

V. Warranty

For any work performed under the Contract, Contractor warrants the work to be free from defect for a period of one year from installation, including both material and labor. Should any repair or other work

Exhibit problems within one year, whether the work was performed under the Contract or under separate proposal, Contractor shall endeavor to make immediate correction of the failure or problem at no additional charge to Owner.

W. Performance Guarantee

The following performance guarantees shall apply to the Contract. Owner may, at Owner's sole discretion, enforce any referenced penalties when the Contractor fails to meet the delineated performance requirements. Failure of Owner to enforce said penalties in any case does not waive Owner's right to enforce such penalties in the future. Penalties shall be deducted from Owner's next regular service invoice or invoices.

1. If Contractor is late in correcting any deficiency noted by jurisdictional authority as defined in Part II, Section O.2 of this Exhibit, Owner may deduct \$100 for every day past the original due date given by jurisdictional authority until the equipment passes jurisdictional inspection.
2. If Contractor is late in performing any code-mandated testing as referenced in Part II, Section O.5, Owner may deduct \$100 for every day past the due date of the test until the Contractor successfully performs the mandated test or tests.
3. If Contractor is late in correcting any deficiency noted by Owner's consultant as defined in Part II, Section U of this Exhibit, Owner may deduct \$50 for every day past the original agreed upon completion date that the work is completed.
4. If any elevator is out of service for more than three (3) days for any unplanned reason, Owner may deduct \$50 per day for every additional day until the unit is returned to service.
5. As referenced in Part II, Section B.2 of this Exhibit, Contractor shall spend a minimum of 1 hour per month on preventive maintenance at the subject property. For every hour spent below the minimum number of hours, Owner may deduct the current regular hourly rate for a mechanic.
6. If Contractor's callback response time for any call exceeds one (1) hour for regular callbacks or thirty (30) minutes for entrapments, Owner may deduct \$500 from the next month's regular service invoice for each 30 minute increment over the specified time.

Part III: Price

A. Price

The initial monthly price for the services described herein is found on page 1 of the Service Contract. This price includes all applicable tax.

B. Billing Procedure

Invoices for regular maintenance service shall be sent on a monthly basis as indicated in the Agreement. Invoices shall have any taxes listed separately from the service fee.

C. Extra Billing

1. When work is performed by Contractor which is not covered under the Contract, Contractor may charge for such work on a time and material basis. Contractor agrees to justify costs for materials billed

upon request by Owner or Owner's consultant. Contractor further agrees to justify hours worked upon request.

2. With the exception of callbacks as defined in Section C.3, when work which is normally covered under the Contract is performed after hours, Contractor may charge only the difference between the regular labor rate and the overtime labor rate. No charge for material is allowed in such a case. Contractor must have express written consent of Owner before performing such work after hours. Failure to gain written consent in advance (electronic consent is acceptable) may result in Contractor's forfeiture of any charges due as a result of the after-hours work.

3. This is a time differential Agreement, meaning that Contractor may charge the difference between the regular time labor rate and the applicable overtime labor rate for callbacks in which the work is performed after hours. Callbacks for reasons covered under this Agreement during normal business hours will not be chargeable. No material charges apply for work which would normally be covered under this Agreement. When a call for service is made at least two hours prior to the end of normal working hours, or one hour in the case of an entrapment, Contractor shall not be allowed to charge for any portion of any resulting covered callback, even if the work commences after normal working hours. If Owner agrees that service for a callback may occur on the next business day, no labor may be charged for a covered callback, even if the work commences outside of normal working hours. Note that callbacks in which elevators are found to be running upon arrival or for which a problem or symptom could not be duplicated are not chargeable during normal hours under this agreement. In the event of a callback resulting from an event which is not covered under this agreement, Contractor may charge the applicable labor rate based on the time the callback occurred. However, for such a non-covered callback, when a call for service is made at least two hours prior to the end of normal working hours, or one hour in the case of an entrapment, Contractor shall only be allowed to charge the regular time rate for the non-covered callback, even if the work commences after normal working hours. Also, if Owner agrees that service for a non-covered callback may occur on the next business day, only the regular time rate may be charged, even if the work commences outside of normal working hours.

D. Extra Billing Rates

See Exhibit B for billing rates.

E. Extra Billing Procedure

1. Invoices for extra billing shall be sent as soon as possible after the service occurs to the address indicated in the Agreement. Invoices shall have any taxes listed separately from the service fee.

2. Each invoice must include the following information to be considered for payment:

- a. Date of Service;
- b. Time service began;
- c. Time service ended;
- d. Time call for service received (if applicable);
- e. Name of person approving after hours service (if applicable);
- f. Proposal number (if applicable);
- g. Number of hours billed;
- h. Applicable billing rate;
- i. Number of travel hours billed;
- j. Applicable billing rate;
- k. Materials billed (description of the parts/assemblies installed);

1. Total amount billed for materials;
- m. Detailed description of description of problem given by caller (if applicable);
- n. Detailed description of work performed.

3. Contractor agrees to discuss any invoices with Owner or Owner's consultant and to provide any information requested to clarify or substantiate billing amount or validity.

F. Travel

1. It is understood that no travel time shall be billed for any work performed during normal working hours.
2. When a call for service is made at least two hours prior to the end of normal working hours, or one hour in the case of an entrapment, no travel time may be charged, even if the actual work occurs after normal working hours.
3. A maximum of two (2) hours' travel time may be billed for chargeable callbacks only when a call for service is made outside of normal working hours and the work commences outside of normal working hours.
4. If Owner agrees that service for a callback may occur on the next business day, no travel time may be charged, even if the work commences outside of normal working hours.

G. Billing Errors

1. Should Contractor discover an error on any invoice under the Contract, Contractor shall promptly produce a credit memo for the incorrect amount and inform Owner of the error. If this invoice has already been paid by Owner, Owner may deduct the amount in error from any future invoice in order to correct the discrepancy.
2. Should Owner or Owner's consultant discover a potential error in any invoice under the Contract, Contractor shall, without delay, investigate the error and report to Owner whether the invoice is valid or if a credit is indeed due. In the event the invoice is incorrect, Contractor shall immediately produce a credit memo. If this invoice has already been paid by Owner, Owner may deduct the amount in error from any future invoice in order to correct the discrepancy.
3. It is understood that billing accuracy is critical to the successful relationship between Owner and Contractor. Repeated incorrect billing may, at Owner's discretion, constitute a breach of Contract and may result in termination of the Contract.

H. Payment

1. In the event that Contractor, in the estimation of Owner, has failed to comply with the terms of the Contract, Owner may, in addition to all other rights and remedies available under the Contract and any applicable law, withhold payment until Contractor remedies the non-compliant behavior. When Owner purposely withholds payment in such a case, Owner agrees to provide Contractor with a written reason for the held payment, along with a brief statement of expectations for correction. When the Contractor, in Owner's sole estimation, has corrected the noted deficiencies, all overdue payments will be made, subject to any other applicable penalties found elsewhere in this Agreement.

I. Occupancy Discount

1. In the event the property has lowered occupancy, Owner shall be entitled to a discount according to the chart below. It is understood that Contractor may reduce monthly preventive maintenance hours by the same percentage.

Occupancy	Discount
<50%	25%
50-75%	10%
>75%	0%

2. Owner shall provide Contractor with written notice when occupancy changes from one category to the other. Notice shall be given at least 15 days before the end of any month, in which case the discount will be taken off of the following month's billing. If notice is given less than 15 days prior to the end of the month, the discount will not apply to the next month's billing but instead to the following month's billing.

3. No notice by Owner is required during months in which occupancy does not move from one category to another. However, upon each Contract anniversary date, Owner shall provide Contractor with a statement of current occupancy to ensure the correct discount is being applied.

J. Price Escalation

1. On each anniversary date of the Contract, both the monthly maintenance price listed in the Service Contract and the Extra Billing Rates found in Part III, Section D of this Exhibit, shall be allowed to escalate.

2. The amount of the escalation shall be according to the following:

a. Eighty percent (80%) of the Contract value shall be deemed to be related to labor. As such, eighty percent (80%) of the Contract price shall be increased or decreased according to Contractor's regular time labor cost, including fringe benefits. For the purposes of this escalation calculation, Contractor's regular time labor cost, including fringe benefits is \$ ____ as of the commencement date of the Contract. This rate was effective as of January 1, 2026.

b. Twenty percent (20%) of the Contract value shall be deemed to be related to material. As such, twenty percent (20%) of the Contract price shall be increased or decreased according to the US Department of Labor – Bureau of Labor Statistics, Metals and Metal Products Index for the latest available month as of the signing of the Contract. For the purposes of this escalation calculation, the index was ____ as of the latest available month at the time of the commencement of the Contract which was ____.

3. Contractor shall provide written evidence of the amount of increase to Owner at least 45 days prior to the end of each Contract year. Failure to provide written documentation in advance of any increase may result in Contractor waiving their right to the increase until 45 days after appropriate documentation is provided.

4. Notwithstanding any provision of the Contract, in no case shall the amount of the increase in monthly service billing exceed four percent (4%) in any one Contract year.

K. Other Charges

1. Parking shall not be chargeable in any case under this Agreement.
2. Vehicle, fuel or mileage fees shall not be chargeable in any case under this Agreement.
3. Contractor may not add any sort of “Catch-all” fee to any invoice. Only actual time spent on at the property, allowable travel time as specified in this Agreement, and actual materials used during any chargeable callback may be included in any invoice. Charges not specifically related to the actual chargeable event shall not be allowed in any case.

Part IV: Equipment Inventory

The following equipment shall be covered under the Contract:

Elevator	Elevator ID #	Usage	Speed	Capacity	Elevator Type
1	27559	Passenger	200 fpm	2,000 lbs	OH Geared Traction

EXHIBIT "B"

Hourly Rates

Where extra billing occurs according to the terms of the Contract, the following initial rates shall apply:

1. Mechanic

Regular Time: \$

Overtime (1.7): \$

Double Time: \$

2. Helper

Regular Time: \$

Overtime (1.7): \$

Double Time: \$

3. Repair Team

Regular Time: \$

Overtime (1.7): \$

Double Time: \$

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

END OF DOCUMENT

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the Superintendent of the BCOE as follows:

I am a representative of the Contractor currently entering into this Agreement with the BCOE and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with BCOE pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with BCOE students (as determined by the BCOE) has, at no cost to the BCOE, completed a TB risk assessment within the past sixty (60) days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with BCOE pupils during the course and scope of the Agreement is attached hereto; and/or
- Contractor shall **only have limited or no contact** (as determined by BCOE) with BCOE students at all times during the Term of this Agreement.

Date: _____

Name of Contractor: _____

Representative's Name and Title: _____

Signature: _____

END OF DOCUMENT

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to BCOE the following:

A. Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with BCOE students (as determined by BCOE) at all times during the Term of this Agreement.

As an authorized BCOE official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the BCOE.

Date: _____

BCOE Representative's Name and Title: _____

BCOE Representative's Signature: _____

B. The following Contractor Parties have **more than limited contact** with BCOE students (as determined by BCOE) during the Term of this Agreement:

_____.
[Attach and sign additional pages, as needed.]

If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to BCOE, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow the BCOE to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

As an authorized BCOE official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the BCOE.

Date: _____

BCOE Representative's Name and Title: _____

BCOE Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall

immediately notify BCOE and prohibit any new personnel from having any contact with BCOE students until the fingerprinting and background check requirements have been satisfied and BCOE determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with BCOE pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the BCOE; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Representative's Name and Title: _____

Services cannot be rendered until all documentation is submitted and final approval is received by the Superintendent.

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