

MASTER CONTRACT

No. 01219

ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS

For King, Pierce, Thurston, Snohomish, Yakima, Clark, Kitsap, and Spokane Counties

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

THYSSENKRUPP ELEVATOR CORPORATION

Dated November 26, 2019

MASTER CONTRACT
No. 01219
ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Thyssenkrupp Elevator Corporation, a Georgia Corporation ("Contractor") and is dated as of November 26, 2019.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Solicitation No. 02719-1 dated October 23, 2019 regarding Elevator Inspections, Maintenance, & Repairs.
- C.** Enterprise Services evaluated all responses to the Solicitation and identified Contractor as the apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Contract is twenty-four (24) months, commencing January 1, 2020 and ending January 1, 2022. Provided, however, that the Master Contract shall extend for an additional thirty-six (36) months, via an amendment by Enterprise Services, if Contractor satisfactorily meets the following performance goals:
 - Service level standards set forth in *Exhibit A - Elevator Inspections, Maintenance, and Repairs*.
 - Reporting requirements set forth in Section 8 of this Master Contract.

The Master Contract is subject to earlier termination.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

- Washington state agencies, departments, offices, divisions, boards, and commission; and
- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following specific institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University & Western Washington University;
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized perform only those services set forth in *Exhibit A – Elevator Inspections, Maintenance, and Repairs* for the prices set forth in *Exhibit B – Prices for Services*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any services beyond those set forth in *Exhibit A – Elevator Inspections, Maintenance, and Repairs*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the services at no greater than the prices set forth in *Exhibit B – Prices for Services*. Travel time must be included, no travel time is allowed.

3.4. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.4. **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.
- 4.5. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any services performed pursuant to this Master Contract shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be performed and delivered in full compliance with applicable law. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any services

whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- 4.6. PREVAILING WAGES. This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.
- (a) WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.
 - (b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.
 - (c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
 - (d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
 - (e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

- 4.7. PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.
- 4.8. PERFORMANCE SPECIFICATIONS. Contractor represents and warrants all services performed by Contractor shall be based upon the performance specifications of individual equipment as published by the equipment manufacturer or as otherwise indicated in this Contract or Purchaser's order document.
- 4.9. INDUSTRY SAFETY STANDARDS. Contractor represents and warrants Contractor shall comply with approved elevator and/or escalator equipment industry safety standards.
- 4.10. CONTRACTOR CERTIFICATIONS. Contractor certifies with the Revised Code of Washington, RCW 70.87, as well as codes and standards listed below.
- A. ASME A17.1 "Safety Code for Elevators and Escalators"
 - B. ASME A17.2 "Inspector's Manual for Elevators and Escalators"
 - C. ASME A18.1 "Safety Standard for Platform Lifts and Stairway Chairlifts"
 - D. Building Officials and Code Administrators (BOCA) International Inc., Basic Building Code
 - E. BOCA Basic Mechanical Code
 - F. National Fire Protection Association (NFPA) Code
 - G. National Electric Code (NEC)
 - H. Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA)
 - I. American Society for Testing and Materials (ASTM)
 - J. Institute of Electrical and Electronics Engineers (IEEE)
 - K. National Electrical Manufacturer's Association (NEMA)
 - L. National Petroleum Institute (NPI)
 - M. Underwriter's Laboratories, Inc. (UL), Federal Specifications
 - N. American National Standard of Safety Code
- 4.11. LABOR FURNISHED. Contractor represents and warrants that all labor furnished by Contractor shall be trained journeyman level mechanics and mechanics in charge, thoroughly skilled in elevator and/or escalator Services and directly employed and supervised by Contractor. They will use all reasonable care to maintain the equipment in a proper and safe operating condition at all times.
- 4.12. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.13. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract

registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.14. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.15. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.16. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.

Contractor guarantees on time arrival performance and recognizes that Purchaser will suffer a loss of customer goodwill in the event that it fails to consistently meet the response time requirements established above. Accordingly, Contractor agrees that Purchaser, in addition to its rights and remedies as provided in this Contract, by law, in equity and by statute, shall be entitled to a credit of one thousand dollars (\$1,000) for each failure in excess of two (2) failures to arrive in a timely manner following a service call during any six-month period during the term of the Purchaser's ordering document. The foregoing amount is not a penalty but rather is an estimate of the harm to Purchaser caused by Contractor's failure to respond in a timely manner. If Contractor fails to respond in a timely manner, then there shall be no charge for the callback regardless of the nature of the callback.

- 5.2. RECEIPT AND INSPECTION OF SERVICES. Services performed under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged services or, at Purchaser's option, Purchaser may note any damage to the services on the receiving report, decline acceptance, and deduct the cost

of rejected services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- 5.3. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 01219
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Breann Aggers
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411

Tel: (360) 407-9416

Email: breann.agers@des.wa.gov

Contractor

Attn: Matthew Wilson
Thyssenkrupp Elevator Corporation
12530 135th Ave. NE.
Kirkland, WA 98034

Tel: (501) 366-8801

Email: matthew.wilson@thyssenkrupp.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

- 7.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: greg.tolbert@des.wa.gov

Contractor

Attn: Matthew Wilson
Thyssenkrupp Elevator Corporation
12530 135th Ave. NE
Kirkland, WA 98034

Email:
matthew.wilson@thyssenkrupp.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports.

- 8.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter.

- 8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

- (b) Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.
 - (c) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (d) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
 - (e) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (f) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit

is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 9.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION.

The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers

replacement services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

- (c) The Purchaser may terminate the purchase order immediately without any liability, if the Contractor performs any of the following actions /procedures:
- Any act or omission which creates a safety hazard to any person using any elevator and/or escalator.
 - Any lapse in elevator and/or escalator operation of any elevator and/or escalator in excess of fourteen (14) calendar days except for "Scheduled Repairs".
 - Failure of the Elevator Contractor's employees to be properly licensed by the State of Washington.
 - Improper use of the Purchaser's property/building.
 - Violation of any applicable statute, ordinance, rule, law, code or regulation in regards to the Contract Documents.
 - Receipt of two concurrent unacceptable safety inspections, except discrepancies noted as Purchaser's responsibility, from the Washington Inspection Department pertaining to the elevator and/or escalator equipment included in this contract
 - An elevator and/or escalator callback ratio in excess of one (1) callback, per elevator and/or escalator, per month over a four month period.

13.4 LIQUIDATED DAMAGES. Contractor shall be liable to Purchaser for liquidated damages for Five Hundred Dollars (\$500) per day, per unit in the event Contractor is notified by Purchaser that a unit covered under the Purchaser's ordering document is out of service, and Contractor has failed to place the elevator unit back in service after ten (10) business days following receipt of request for service by Purchaser. These liquidated damages shall be assessed for each and every day each unit is out of service by reason of Contractor's failure to perform any obligation specified under this Contract. Further, Contractor shall be assessed liquated damages of Five Hundred Dollars (\$500) per day per unit, for failure to undertake repairs of equipment units still in service, for which a service request was made by Purchaser within ten (10) business days following receipt of request for service from Purchaser. Acceptance of payment under this paragraph shall not affect Purchaser's right to terminate their ordering document or any of other rights or remedies as provided in this Contract, by law, in equity or statute.

13.5 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.6 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not

relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.7 TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14 GENERAL PROVISIONS.

- 14.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3 INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4 AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5 AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7 ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master

Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 14.8 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9 PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12 SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

- 14.16 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21 CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22 ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

14.23 COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:  12/18/19
Alexander Kenesson
Its: Procurement Supervisor

THYSSENKRUPP ELEVATOR CORPORATION,
a Delaware Corporation

By:  11/27/19
Matthew Wilson
Its: Regional Director Service Sales, Pacific Northwest

Elevator Inspections, Maintenance, and Repairs

1. SCOPE

Contractor shall perform equipment testing, maintenance, and repairs (hereafter "Services") as set forth in the Master Contract and shall furnish all materials and labor, and comply with all requirements of current equipment codes for the designated elevator or escalator equipment (hereafter "Equipment").

- Preventative Maintenance. Contractor shall perform maintenance services on the Equipment to prevent malfunctions or shutdowns due to normal wear and tear, to provide for safe operating Equipment and to prolong the life of all Equipment. Contractor shall clean, lubricate, and adjust applicable components at regular intervals and repair or replace all worn or defective components where necessary to maintain the installation in compliance with the requirements of ASME A17.1/CSA B44 Section 8.6. The frequency of Preventative Maintenance tasks shall be as stated in the Purchaser's Maintenance Control Plan (hereafter "MCP") and Purchaser's ordering document.
- Equipment Testing and Audit Services. Contractor shall conduct any tests required by the State of Washington Elevator Inspector, by the ASME A17.1 Safety Code for Elevators and Escalators, and by any other Governing or Code Agency. Contractor may also be requested to audit the Equipment and provide recommendations for improvements.
- Repair Services. The Contractor, when authorized by the Purchaser, shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. The Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from *Exhibit B Prices for Services*. Contractor shall bill labor at the regular hourly rate from *Exhibit B Prices for Services*. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges. The repair billing rate shall be set forth in *Exhibit B Prices for Services* document. Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal to the Purchaser to obtain formal approval to proceed.

2. PREVENTATIVE MAINTENANCE

2.1 MCP. Contractor shall provide an MCP for the Equipment. The MCP shall at a minimum include examinations, preventative maintenance, and tests of Equipment at scheduled intervals in order to ensure that the installation conforms to the requirements of ASME A17.1/CSA B44 Section 8.6. The MCP shall also include procedures for tests, periodic inspections, preventative maintenance, replacements, adjustments, and repairs for all SIL rated E/E/PES electrical protective devices and circuits, and identify where unique or product-specific procedures or methods are required to inspect or test Equipment.

- a. The MCP procedures and intervals shall be based on:
 - Equipment age, condition, and accumulated wear
 - Design and inherent quality of the Equipment
 - Usage
 - Environmental conditions

- Improved technology
 - The manufacturer's recommendations for any SIL rated devices or circuits
- b. The instructions for locating the MCP shall be provided in or on the controller along with instructions on how to report any corrective action that might be necessary to Purchaser.
 - c. MCP shall be located in the elevator machine rooms, and shall be in full document compliance with ASME A17.1/CSA B44 Section 8.6. MCP documents shall be filled out in full and completely maintained and updated by Contractor's Service Technicians.

2.2 Preventative Maintenance Extent of Coverage. Contractor shall prepare and submit to Purchaser a detailed Preventative Maintenance schedule for all Equipment to be serviced within five (5) calendar days after execution of the Purchaser's ordering document. As a minimum, the Equipment shall be examined and maintained in accordance with the following:

- a. Contractor shall include the following elements in the Preventive Maintenance procedures for the Equipment:
 - i. Provide operational checks of all Equipment car door safety edges/detectors. Contractor shall provide documentation of such checking in their machine room check charts.
 - ii. Provide check of directional lights, call registered lights and all other Equipment lighting fixtures.
 - iii. Furnish and replace all burned out bulbs on each visit.
 - iv. Maintain pit lighting, car top lighting and hoistway lighting.
- b. Contractor shall repair loose cab handrails and maintain fastening bolt tightness, repair and maintain communication equipment, cabinetry doors, and door hinges.
- c. For Geared/Gearless Elevators, Contractor shall:
 - i. Furnish lubricants and all cleaning supplies.
 - ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Geared/Gearless hoist machine-including brake, armature fields, brushes, brush rigging, gear case, gears, bearings, hoist motor and sheaves.
 - Hoist and governor ropes.
 - Governor.
 - Governor pit sheave.
 - Controllers, selector, starters, dispatcher and relay panels.
 - All bearings.
 - All rotating elements.
 - Contacts, relays and timers.
 - Resistors and transformers.
 - Solid-state devices and all sub-components including batteries and backup batteries.
 - In-car emergency lighting.
 - Traveling cables.
 - Firefighter's service equipment.

- Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides.
 - Interlocks and door closures.
 - Car buffers.
 - Car exhaust fan.
 - Car-top inspection station.
 - Limit and slowdown switches.
 - Door protective devices and alarm bells.
 - Car and corridor operating pushbuttons.
 - Load weighing equipment.
 - All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment.
 - Car and counterweight roller guides.
 - Batteries.
 - Communication devices.
- d. For Hydraulic Elevators, Contractor shall:
- i. Furnish lubricants and all cleaning supplies.
 - ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Hydraulic pumps and associated plumbing.
 - Hydraulic cylinder (part that is not in the ground), plunger, packing and packing head.
 - Hydraulic fluid and piping, unless the piping is underground.
 - Seismic valve and pit shut off valve.
 - Hydraulic oil line couplings.
 - All exposed hydraulic oil lines, brackets and stands.
 - Controllers, starters, selector and relay panels.
 - Pump motors.
 - All bearings.
 - All rotating elements.
 - Contacts, relays and timers.
 - Resistors and transformers.
 - Solid-state devices.
 - In-car emergency lighting.
 - Firefighter's service equipment.
 - Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, door closures.
 - Interlocks.
 - Car buffers.
 - Limit and slowdown switches.
 - Door protective devices and alarm bells.

- Car and corridor operating pushbuttons.
 - Load weighing equipment.
 - All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as a part of the whole equipment.
 - Electrical Traveling Cables.
 - Batteries.
 - Communication devices.
- e. For Escalators, Contractor shall:
- i. Furnish lubricants selected by Contractor to meet the specific requirements of the equipment.
 - ii. Regularly and systematically examine, adjust, clean, lubricate as required, and if conditions warrant, repair, or replace:
 - Machine, worm, gear, external gearing, drive chain, thrust bearing, main bearings, and brake assembly, coil, linings and component parts.
 - Motor, motor windings, rotating elements and bearings. Contractor is obligated to remove and properly dispose any waste, oil, and hazardous materials in accordance to local, state and federal requirements.
 - Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers, and operating rectifiers.
 - Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.
 - Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings.
 - All balustrade, deck, skirt, skirt brushes and trim fastenings (screws, clips, etc.)
 - Under step lighting.
 - All safety devices, including but not limited to, skirt switches, emergency stop switches, handrail switches, stop switches, broken chain switches, step out of position switches, missing step detectors, step up-thrust safety switches, and etc.

2.3 Preventative Maintenance Exclusions. As part of preventative maintenance, Contractor shall not be responsible for the following items and shall receive compensation for repairing such items.

- Door knocked off the tracks/broken gibs.
- Elevator left on independent, fire, attendant or emergency service.
- Car door detector out of adjustment from doors being hit.
- Elevator turned off inside the car and the door pulled shut, unless there is an actual elevator problem that is included in their Contract.
- Car enclosure, including removable panels, door panels, car doors, suspended ceilings, handrails, car finish and flooring coverings, hoistway enclosures, hoistway entrance frames, sills, signal fixture faceplates, fire recall initiation devices, cleaning of car interior or underground hydraulic piping and the underground part of the hydraulic cylinder.

2.4 Preventative Maintenance – Other Requirements.

- a. Contractor shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log showing there was a power failure resulting in Equipment shut-down on date of service call.
- b. Contractor shall inspect of hoistway, pit equipment, car top, machine rooms and interiors as part of scheduled preventive maintenance at no additional expense to Purchaser.
- c. Contractor shall post the Contractor's standard Preventive Maintenance Schedule/Chart and a Preventative Maintenance Log in the Equipment machine rooms and any designated areas. The Preventative Maintenance Log shall include all entries for routine and non-routine Maintenance and repairs, including supervisor's surveys. Entries shall include date Preventative Maintenance is complete, mechanic or supervisor's name, brief description of Preventative Maintenance completed and the approximate time required for the Preventative Maintenance. The Preventative Maintenance Log and Preventive Maintenance Schedule/Chart shall be maintained for Purchaser's inspection at any time. Purchaser may copy the Preventative Maintenance Log and Preventive Maintenance Schedule/Chart at any time. The log book will be made available to the Contractor at all times, including times when no designated Purchaser's personnel is/are present. Contractor shall provide Purchaser with a schedule, in either written or electronic form, (as preferred by Purchaser) of when Equipment will be taken out of service for Preventive Maintenance. Purchaser must approve any changes to this schedule in writing.
- d. Contractor shall maintain three (3) complete sets of wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or Equipment up-grade. One set shall remain in each machine room, one set shall be maintained in the Contractor's office, and the third set shall be maintained in Purchaser's offices. When any modifications are made to diagrams, three copies of the modified drawings must be made. One copy shall be furnished to Purchaser to update their copy of the appropriate drawing. A copy shall be used to update the Contractor's office drawings and the original changes shall be maintained in the Equipment machine rooms. Purchaser retains sole possession of these wiring diagrams. Wiring diagrams shall be kept in a neat and orderly fashion in each machine room.
- e. Purchaser will provide wiring diagrams, if available. If purchaser does not provide the wiring diagrams, contractor will work with purchaser to provide the diagrams, at purchaser's expense.
- f. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the Equipment, properly painted, identified, and presentable at all times.
- g. Contractor shall provide a lockable metal parts cabinet in each elevator machine room. Contractor shall coordinate installation with Purchaser.
- h. Contractor shall conduct evaluations of Equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Purchaser and reviewed with them on request.
- i. Contractor shall be required to provide a member of their supervisory personnel, regularly engaged in inspection and supervision, to visit Purchaser's site at least quarterly to observe the quality of Maintenance and to make certain that the quality of Maintenance meets the specified

and intended standards. The Supervisor shall schedule each visit with Purchaser. Purchaser may provide a member of their staff to accompany the Contractor during the on-site inspection of the elevator machine rooms and equipment. Inspections by the Contractor shall be at no cost to Purchaser. The Contractor shall provide a written report of the results of this inspection to the Purchaser's within fourteen (14) calendar days of the on-site inspection.

- j. Preventative Maintenance shall be performed during normal business hours and charged at a regular hourly rate, unless otherwise requested and approved by the Purchaser in advance. Normal business hours shall mean 6 am to 6 pm, Monday through Friday with the exception of holidays as stipulated by the International Union of Elevator Constructors' local labor agreement.
- k. Outside of normal business hours, the purchaser shall call the contractor through its normal business telephone numbers. Contractor shall provide a reliable means of communication between contractor's local office and the lead service technician.
- l. Working hours and unscheduled delays. There may be situations that require the contractor to work other than normal hours and to suspend, postpone, or reschedule work. These situations are normal for large institutional purchasers on this contract. When the contractor's access to a work area conflicts with a purchaser's operational requirement, the contractor shall reschedule the work to minimize the disruption; this may require performing the work at times other than normal duty hours.
- m. Documentation of hours is required for Preventative Maintenance payment due to Contractor. If less than the stated hours of Preventive Maintenance are performed, the prorated dollar value for the time short will be deducted from Contractor's invoice.

3. EQUIPMENT TESTING AND SERVICE INSPECTION.

- a. Contractor shall conduct the following tests, and any other tests required by the State of Washington, Federal or any other Governing or Code Agency. All testing will be completed before the date that it is due. Services shall include, but not be limited to:
 - i. Contractor shall provide inspections and testing of the Firefighter's Service-Phase I and Phase II and standby power operation, if installed as required by Authority Having Jurisdiction (AHJ). Unless approved by the Purchaser, any additional cost to complete the above inspections and testing shall be the responsibility of Contractor. Contractor shall maintain an up-to-date log of Firefighter's Service testing in the machine rooms and submit the results to Purchaser's authorized representative. Firefighter's Service testing shall be entered and recorded on a form supplied by Contractor and/or as required by the State of Washington, or both.
 - ii. Provide all testing as required by the State of Washington Elevator Inspector and required by the ASME A17.1 Safety Code for Elevators and Escalators during normal Preventative Maintenance hours of the elevator industry, unless requested by the purchaser.
 - iii. Conducting quarterly tests as required by ASME A17.1, for Phase I and Phase II installations on Firefighters' Emergency Service Control System.
- b. Contractor shall check the dispatching systems and make necessary tests and adjustments to insure that all circuits and time settings are properly adjusted, and all systems are performing as designed and installed. Contractor shall submit a written report of these results to Purchaser.
- c. Written test reports shall be submitted to Purchaser within five (5) calendar days of actual testing.

- d. Purchaser shall receive fourteen (14) days prior written notification of all tests so that an authorized representative of Purchaser may witness said tests. Safety precautions are understood to be of highest priority. Care will be taken to safeguard all surrounding building property during the testing. If during the testing, the actual testing fails the prescribed testing procedures in the ASME A17.1 and re-testing is required, Contractor shall pay all costs of Purchaser's representative to witness re-testing only if the failure of the test was due to the Contractor's acts, actions, omissions, negligence, or errors.
- e. Contractor shall audit the equipment as requested by Purchaser. The audit report will include recommendations for improvements and estimates of cost for labor and materials to complete the suggested improvements. Purchaser's Equipment can be audited for:
 - i. Code Compliance. Evaluate current Code compliance of all Equipment. Monitor industry and Code developments and provide Purchaser with warning of anticipated Code changes to take effect during the fiscal year following the audit report. Recommend corrections, which should be made in the fiscal year following the audit report.
 - ii. Equipment Performance. Audit performance of all Equipment against its original parameters or specifications. Recommend corrections, which should be made in the fiscal year following the audit report.
 - iii. Equipment Aesthetics. Audit the physical condition and appearance of the Equipment visible to users and recommend upgrades, which should be considered to keep the Equipment appealing to users and current with building standards for colors and decoration schemes.
- f. Should a covered component under Preventative Maintenance fail during testing the Contractor shall be responsible to replace or repair the items necessary to return the Equipment to normal operation.
- g. Purchaser reserves the right to make inspections and tests at their expense, when deemed necessary to ascertain that the Service requirements of this Contract are being fulfilled. If the inspection identifies that Contractor is not compliant with the applicable Service requirements of this Contract, Purchaser will promptly notify Contractor in writing of the deficiencies identified. Contractor shall reimburse Purchaser for the cost of conducting the inspection and resolve all deficiencies at Contractor's total expense within fifteen (15) calendar days of written notification. Fees for re-inspection due to Contractor's failure to eliminate deficiencies in Services covered under this Contract and Purchaser's ordering document shall be paid by Contractor. Contractor shall pay purchaser's 125% of the inspection fees.

4. REPAIR SERVICES.

- a. In the event the Equipment fails to operate properly, Purchaser will notify Contractor by telephone and request immediate repair. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week telephone service, at no additional cost to the Purchaser. Contractor shall provide a list of cellular phone numbers for emergency contact in the event the answering service is ineffective. Management list shall be submitted to Purchaser prior to Purchaser's ordering document start date.
- b. If any Equipment is shut down for more than ten (10) continuous business days after notification of a failure (except for pre-scheduled or major Equipment repairs) the monthly Preventative Maintenance unit billing, if applicable, shall be suspended until the individual Equipment is restored to service. Technicians shall not reset the elevator.

- c. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. Contractor shall provide a written report to Purchaser stating the condition of the unit before the Contractor leaves Purchaser's facility. Written notification of corrective measures undertaken shall be provided to Purchaser, in writing, within one (1) business day.
- d. In case of an Equipment accident, Contractor shall be notified immediately by Purchaser. The unit will not be placed in operation until an investigation is performed by Purchaser's Representative and/or the Washington Equipment Inspector if the following conditions occur:
 - A person has been injured and requires first aid treatment.
 - The unit is not safe to place in normal operating service because of obvious mechanical and/or electrical condition.
 - There is a concern by the Contractor or Purchaser as to the possible continued malfunction if placed in service.
- e. When corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make replacements, repairs, and corrections. If Contractor fails to perform the Services required by the terms of the Contract in a diligent and satisfactory manner, Purchaser may, after five (5) calendar days written notice to Contractor, perform or cause to be performed all or part of the Services required thereunder. Contractor shall reimburse Purchaser for any expense incurred therefore or Purchaser, at its election, may deduct the amount from any sum owed or to be owed Contractor. When such corrective action is determined not to be the Contractor's responsibility, a written report, including a cost estimate to remedy the deficiency, shall be delivered to Purchaser by 3:00 p.m. the next business day for further action by Purchaser. If the Purchaser elects to have the Contractor perform these services, they will issue a separate Purchase Order Request beforehand. If a safety problem is noted, which is not within the Contractor's area of responsibility or expertise, written notice of such problem shall immediately be furnished to Purchaser by the Contractor. In addition, Contractor shall fully cooperate during investigation.
- f. Emergency Service Request is defined as an entrapment, or requests for immediate service in situations that are a threat to life or limb and have potential for injury, entrapment, or serious damage to property or Equipment. Purchaser will notify contractor of a situation, and by mutual agreement contractor will immediately dispatch a technician.

Contractor will keep the customer informed as to the technician(s) estimated time of arrival, every 15 minutes. The contractor and the technician will make any emergency their first priority. Emergency service calls are billable at the standard hourly rate in 15 minute increments . After 60 minutes, the designated Owner's representative has the authority to call the local Fire Department for extractions. Contractor shall pay for all damages, both material and labor caused by Fire Department personnel if the call to the Fire Department was caused by a failure to respond within the time limited established.
- g. Emergency Service Requests Response Time is counted from the end of the phone call requesting repair to when the Contractor's Service Technician arrives onsite. Contractor shall respond to all Emergency Service Requests in accordance with the following standards:
 - i. Weekdays between 6 am to 6 pm: 60 minutes
 - ii. All other days/hours: 60 minutes
 - iii. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Equipment service and inconvenience to users is absolutely minimized.

- iv. Contractor shall mobilize all necessary resources, including labor, equipment, tools, parts and materials as required to complete Services required.
- h. Routine Service Request Response Time is counted from the end of the phone call requesting repair to when the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Routine Service Requests in accordance with the following standards:
 - i. Weekdays between 6 am to 6 pm: 2 hours
 - ii. All other days/hours: 4 hours
 - iii. Routine Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Equipment service and inconvenience to users is absolutely minimized.
 - iv. Contractor shall mobilize all necessary resources, including labor, equipment, tools, parts and materials as required to complete the Required Services.
- i. Any and all remote monitoring equipment and on-going monthly service shall be at the Contractor's total expense.
- j. Contractor shall assign an Equipment Mechanic to assist with emergency generator tests at no additional cost to Purchaser.

5. SERVICE TICKETS.

- a. After each Service call and regularly scheduled Preventative Maintenance, a legible ticket will be completed indicating the date of Services, location, description and condition of Equipment being Serviced, Services performed, parts replaced, total hours on the job and the Service Technician performing the Service. In the case of an Equipment shutdown or repair, the Service ticket will describe the cause of the Equipment failure and the action taken to correct the failure. Upon Purchaser's request, Contractor shall provide a written report of all Service tickets.
- b. Contractor shall send Purchaser copies of all tickets, callback logs, extra billing, test reports, and repairs for a specified time period. Contractor will, upon request, provide Purchaser with written recommendations to minimize callbacks based on the analysis of the callback trends.
- c. All Service tickets shall be left with Purchaser or available via online portal after all visits. Service tickets shall be separated for Preventative Maintenance completed. Copies of Service tickets shall be included with Contractor invoices.

6. GENERAL SERVICES REQUIREMENTS.

- a. All Services shall be conducted in a manner consistent with Purchaser's intent to provide uninterrupted service. The Equipment must provide reliable and safe transportation on a continuous basis, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.
- b. Contractor shall notify Purchaser if Services will generate excessive noise and shall schedule such Services with Purchaser in advance.
- c. Overtime Service required or requested shall be scheduled and approved with the Purchaser in advance.
- d. All records and documents pertaining to the Equipment provided to Contractor by Purchaser shall be kept current and in good condition and shall be returned to Purchaser upon demand or upon termination the Purchaser's ordering document.

- e. Contractor shall provide Purchaser, prior to commencement of Services, with Safety Data Sheets (hereafter "SDS") for products Contractor intends to employ under the Purchaser's ordering document.
- f. Contractor will provide their own appropriate service manuals, adjusting manuals, and technical manuals for all Equipment for use by the Contractor during the term of the contract.
- g. Removal of Equipment from service shall be scheduled with Purchaser. Contractor shall notify Purchaser before any Equipment is removed from service and when such Equipment is placed back in normal service. Emphasis shall be placed on keeping the Equipment operating during the day.
- h. Downtime notification is required according to the following schedule:
 - i. Emergency Shut Down. Purchaser is to be notified immediately by phone, cell phone, pager or radio of emergency repairs or safety issues at time of detection. At minimum, a voice-mail message is required.
 - ii. Short Shut Down. Purchaser is to be informed in writing (e-mail acceptable) three (3) days in advance when Equipment will be taken down for two (2) hours to eight (8) hours for non-emergency service/repair/upgrade.
 - iii. Major Shut Down. Purchaser is to be informed in writing (e-mail acceptable) one week in advance when an unit will be taken down for more than one (1) day for non-emergency service/repair/upgrade.
- i. Contractor shall immediately shut down and remove the Equipment from service when it appears to Contractor to be unsafe or operating in a manner which might cause injury to anyone using said Equipment. Contractor shall provide Purchaser written notice of such action immediately, stating the reason the Equipment was placed out of service and corrective measures required to place the Equipment in service. Written notice shall be provided by Contractor before Contractor's personnel leave the jobsite.
- j. Contractor shall provide Purchaser with the names of mechanics and mechanics in charge ("Service Technicians") that will be performing the Services at least five (5) days prior to Purchaser's ordering document start date. All Contractor's Service Technicians that perform must pass a security background check before performing Services. If there is a change in the Service Technician assigned to Purchaser, Contractor's supervisory staff must notify Purchaser prior to the replacement technician's first visit.
- k. Purchaser reserves the right to request Contractor to replace any or all Service Technicians assigned to its buildings if it deems they are not performing in a satisfactory manner, or such personnel who refuse to comply with Purchaser's policies and guidelines.
- l. Contractor's Service Technicians shall wear clean, neat, well-maintained uniforms identifying them as employees of Contractor for ease of identification by Purchaser.
- m. Contact shall be made with Purchaser upon Contractor's arrival and upon completion of Service or any time Contractor's Service Technician leave the site.
- n. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures of the Services at no extra cost to Purchaser.
- o. Contractor shall provide a written procedure of their "Lock Out-Tag Out" to Purchaser prior to performing any Services.

- p. Contractor is required to maintain the entire Equipment system in a clean manner at all times. Contractor shall furnish a fireproof metal trash container in each machine room. Contractor shall insure that all areas are clean and salvaged materials or scraps are removed before leaving jobsite. This includes but is not limited to: removal of oily rags, removal of dirt, grease, and lint, maintaining the exterior of all Equipment free of lint, dirt, oil, grease, clean all machine room equipment including: floors, controller/selector, car top, hoistway door track, hanger, interlock, header, strut, hoistway side of sills, underside of car platform, car guides, car door operator, track, hangers, inside area of header, crosshead, guide rail/bracket, fascia, dust cover, pit and inside car station, hall station, lantern, and lobby panel. The cleaning must be to a minimum of Equipment industry standards, and shall be to the full satisfaction of Purchaser. If Purchaser decides the cleaning level is below Purchaser's standards, Purchaser has the option of performing necessary clean-up actions or bringing in another contractor to do so (with the prior notice provided to Contractor). All costs of the cleaning by other contractors or by Purchaser shall be reimbursed by the Contractor.
- q. Contractor will be fully responsible for removal and disposal of all oils, greases, solvents and soiled cleaning cloths/rags that are used in performing the Services. All material will be disposed of in accordance with all applicable present or future City, State and Federal Laws and Regulations.
- r. Contractor shall maintain at all times the original Equipment speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit to ensure that unit is kept operating continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.
- s. Contractor shall maintain the following minimum Equipment performance requirements.
- i. Speed:
 - +/- 3% in both directions under all loading conditions for all geared/gearless elevators.
 - +/-10% in both directions under all loading conditions for hydraulic elevators.
 - ii. Door closing time:
 - Measured from start of door closing until the hoistway doors are fully closed, will be the minimum permitted by Code.
 - iii. Door dwell time:
 - As permitted by The Americans with Disability Act, as now or hereafter amended.
 - iv. Floor leveling accuracy:
 - As required by Code.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

7. REPLACEMENT PARTS.

7.1 Inventory.

- a. Contractor shall mark and identify all lubricating oils and cleaning solvents that are stored onsite. All storage cans shall be Code approved. All unmarked cans shall be removed from the Purchaser's premises. Machine rooms shall not be used for storage of materials or items that do not pertain to the Preventative Maintenance of the Purchaser's Equipment.

- b. In performing the Services, Contractor agrees to provide only manufacturer approved parts used by the manufacturers of the Equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the Equipment. If Contractor wishes to provide parts or lubricants other than recommended by the Equipment manufacturer, Contractor shall, in writing, state the type proposed and the specifications to the Purchaser for review and written approval. These replacement parts shall not be considered an upgrade of Equipment and shall be provided by Contractor at no additional cost to the Purchaser.
- c. Contractor shall use commercially reasonable efforts to procure replacement parts in the most expeditious manner available.
- d. Parts requiring repair shall be rebuilt to "as new" condition.
- e. Contractor shall provide written documentation if the replacement part is not available and that the Contractor has exhausted all research in obtaining such replacement parts. Such research would be the review of all firms as listed in the latest edition of Elevator World - "The Source". All local supply firms, including other Equipment contractor's must also be researched for availability of replacement parts. If the replacement part is not available, Purchaser shall pay the cost for such replacement part. Contractor shall provide all documentation of the replacement costs. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement shall not be of the "proprietary" type and the Contractor shall provide, in writing, the manufacturer, type and model of the proposed replacement part.

7.2 Microprocessors.

- a. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor/solid state equipment used for each system. This includes all solid-state boards located in the machine room, fixture stations, car tops or any other location.
- b. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions on all equipment.
- c. Purchaser shall pay for all costs if the original manufacturer must be brought onsite to re-program the system or be required to place the equipment in service.

8. SERVICE LEVEL EXPECTATIONS.

Contractor agrees to maintain the service level expectations detailed in the following table:

Service	Description	Arrival Time	Credit
Emergency Entrapment	Standard requirements: Contractor will keep the customer informed as to the technician(s) estimated time of arrival every 15 minutes beyond the first hour. The contractor and the technician will make any emergency their priority. Emergency service calls are billable at an hourly rate in 15-minute increments, including one-way travel time from the local dispatch point.	Within 60 minutes	Contract Standard
		61 – 90 minutes	10%
		91 – 120 minutes	50%
		Over 120 minutes	See section 4f in Exhibit A - Service Performance Requirements
		Resolution Time	Credit
		Within 60 minutes	Contract Standard
		61 – 120 minutes	10%
		Over 120 minutes	20%
Routine Service Response Time	Response time is counted from the end of the phone call requesting repair to when the technician arrives at location. A Routine Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor	Response Time (weekdays between 6 am to 6 pm)	Credit
		2 hours	Contract Standard
		2-4 hours	10%
		Over 4 hours	20%
		Response Time (all other days/hours)	Credit
		3 hours	Contract Standard
		3-6 hours	10%
		Over 6 hours	20%
Scheduled Maintenance - Short Shut Down	Purchaser is to be informed in writing (e-mail acceptable) three (3) business days in advance when equipment will be taken down for two (2) hours to eight (8) hours for non-emergency service and repair.	Notification Time	Credit
		3 business days	Contract Standard
		Under 3 business days	10 %
Scheduled Maintenance - Major Shut Down	Purchaser is to be informed in writing (e-mail acceptable) one (1) week in advance when a unit will be taken down for more than one (1) day for non-emergency service and repair.	Notification Time	Credit
		1 week	Contract Standard
		2 weeks	10%
		Each additional week	25%

Exhibit B

Prices for Services

Parts				
Cost plus for Replacement Parts		15%		
Cost plus for Refurbished Parts		15%		
Hourly Rates				
Counties	Mechanic (hourly)	Mechanic (hourly) Overtime, 6 pm to 6 am	Mechanic in Charge (hourly)	Mechanic in Charge (hourly) Overtime, 6 pm to 6 am
Clark	Prevailing Wage + 112.22%	Prevailing Wage + 211.66%	Prevailing Wage + 109.3%	Prevailing Wage + 188.6%
King	Prevailing Wage + 102.44%	Prevailing Wage + 200.33%	Prevailing Wage + 178.16%	Prevailing Wage + 100.09%
Kitsap	Prevailing Wage + 119.3%	Prevailing Wage + 216.56%	Prevailing Wage + 115.61%	Prevailing Wage + 193.19%
Pierce	Prevailing Wage + 119.3%	Prevailing Wage + 216.56%	Prevailing Wage + 115.61%	Prevailing Wage + 193.19%
Snohomish	Prevailing Wage + 143.63%	Prevailing Wage + 241.35%	Prevailing Wage + 138.21%	Prevailing Wage + 216.15%
Spokane	Prevailing Wage + 164.23%	Prevailing Wage + 265.3%	Prevailing Wage + 157.72%	Prevailing Wage + 238.34%
Thurston	Prevailing Wage + 119.3%	Prevailing Wage + 216.56%	Prevailing Wage + 115.61%	Prevailing Wage + 193.19%
Yakima	Prevailing Wage + 164.23%	Prevailing Wage + 265.3%	Prevailing Wage +157.72%	Prevailing Wage + 238.34%

Insurance Requirements

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
- **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- **EMPLOYERS LIABILITY (STOP GAP) INSURANCE.** Employers liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability policy required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide

proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.