



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 28723

FOR

**ELEVATOR FULL SERVICE MAINTENANCE,
TESTING, & REPAIR SERVICES CONTRACT**

REGION(s): NORTHWEST AND SOUTHWEST

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

EMPYREAN ELEVATOR LLC DBA WASHINGTON ELEVATOR

Dated January 1, 2025

CONTRACT

No. 28723

FOR

**ELEVATOR FULL SERVICE MAINTENANCE,
TESTING, & REPAIR SERVICES CONTRACT**

REGION(s): NORTHWEST AND SOUTHWEST

This Washington Contract ("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 Empyrean Elevator LLC dba Washington Elevator a Washington LLC ("Contractor") and is dated and effective as of January 1, 2025.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase elevator full service maintenance, testing & repair services ("Elevator Services"), from professional, qualified, and innovative, professional contractors. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, to establish an enterprise procurement solution, issued Competitive Solicitation No. 28723 dated October 3, 2024 for (collectively Elevator Services) to solicit and evaluate competitive bids to award Contracts for Elevator Services by specified geographic area. The Competitive Solicitation was structured to meet purchaser needs and designed to result in an award of a Contract, by specified geographic area, in which the State of Washington was divided into six (6) regions. In addition, within each geographic region, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.
- C. The goal of the competitive solicitation is to establish an enterprise procurement solution resulting in Contracts awarded by specified geographic region to enable eligible purchasers to purchase specified Elevator Services from an awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder above-referenced contract for the above-referenced geographic regions.

- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase the specified Goods and/or Services as set forth herein.

A G R E E M E N T

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 Contract is twenty-four (24) months, commencing January 1, 2025 and ending December 31, 2026; *Provided*, however, that if Contractor is not in default and if, by July 1, 2026 in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the service level standards set forth in ***Exhibit A - Included Good/Services*** and following performance-based metrics:

| PERFORMANCE METRIC | PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION |
|-------------------------|---|
| Invoice Resolution: | Contractor shall provide corrected invoices no later than 30 calendar days from known notice of invoicing error, no less than 90% of the time. |
| Insurance Endorsements: | Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i> |
| Vendor Management Fee: | Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension. |
| Contract Sales Reports: | Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension. |

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) 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. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in ***Exhibit A – Included Goods/Services*** for the prices set forth in ***Exhibit B – Prices for Goods/Services***. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in ***Exhibit A – Included Goods/Services***.
 - (a) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (b) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included

in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

- 3.3. ECONOMIC ADJUSTMENT FOR LABOR (PREVAILING WAGE) RATES. Elevator Services performed by Elevator Technician Mechanics and performed in public buildings fall under the Washington Prevailing Wage law. See RCW 39.12 and WAC 296-127-023. The labor rates set forth in **Exhibit B – Prices for Goods/Services** utilize prevailing wages and a set % increase. The prevailing wage at the time the services are performed will be the basis of the rates charged on this Contract for any Purchase Order. There shall be no other economic adjustment to this the labor rates.
- 3.4. ECONOMIC ADJUSTMENT FOR PART RATES. The cost-plus percentage amount set forth in **Exhibit B – Prices for Goods/Services** will not be adjusted through the Economic Adjustment process. Prices for parts must be under the current MSRP list. Contractor must provide an MSRP list and description of products to Purchasers upon Purchaser’s request. Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods at no greater than the prices set forth in **Exhibit B – Prices for Goods/Services**. There shall be no other economic adjustment to the parts rates.
- 3.5. ECONOMIC ADJUSTMENT FOR FULL SERVICE MAINTENANCE RATES. Beginning January 1, 2026, and annually thereafter, Contractor may request an economic price adjustment (EPA) to prices set forth in **Exhibit B – Prices for Goods/Services**. Requests for EPA must be requested in writing and emailed to the Enterprise Service’s Contract Administrator and received by Enterprise Services between October 1st and October 31st of each year. Contractor’s EPA request cannot exceed the annual average percentage changes in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Indices (PPI) as set forth in the formula below. Once Contractor’s timely EPA request is received, Enterprise Services will analyze the PPI data to determine the appropriate EPA. Contract prices, as adjusted by an EPA shall be effective beginning January 1st; *Provided*, however, that the parties must timely execute a contract amendment to incorporate such price adjustments. If Contractor does not timely submit an EPA request to Enterprise Services, there will be no EPA allowed on the Contract for that the applicable period and the following year the EPA will not be retroactive nor cumulative to account for unrequested EPAs. Enterprise Services shall have the right to review PPI data annually and, if such PPI data reflects a substantial decrease in the annual average PPI, the parties shall amend the Contract to decrease the Contract prices accordingly.

The economic price adjustment shall be calculated as follows:
New Price = Old Price + (Old Price x ((Current Period Index – Base Period Index) / Base Period Index))
The “Current Period Index” is the average of the most recent twelve months of BLS Index values, and the “Base Period Index” is the average of the twelve months of BLS Index values prior to the Current Period Index.

PPI values, including those that are preliminary at the time of the request, will be utilized in the analysis.

| PPI NAME | PPI CODE |
|--|-----------------|
| Elevator and Moving Stairway Manufacturing | PCU333921333921 |

- 3.6. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in **Exhibit B – Prices for Goods/Services** (subject to economic or other adjustment as set forth herein).
- 3.7. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this 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 Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
 - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been 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.
 - 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been 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 49.46, 49.48, or 49.52.
 - 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 4.7. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the

three (3) year period immediately preceding the award of the Contract, Contractor has not been 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 49.46, 49.48, or 49.52.

- 4.8. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03) (CERTIFIED). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.9. STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, '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 Contractor's 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 is not 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 Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.10. WASHINGTON SMALL BUSINESS (CERTIFIED). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.
- 4.11. Intentionally Omitted.
- 4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any

of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.13. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor 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 Enterprise Services and Purchasers' employees.
- 4.14. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.16. **CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor 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.
- 4.17. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.18. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.19. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability relevant and appropriate experience, training, personnel, equipment, and tools to perform the Contract.
- 4.20. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

- 4.21. CONTRACTOR represents and warrants that Contractor shall comply with the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished pursuant to this Contract shall conform to and comply with said laws, standards, and regulations.
- 4.22. LABOR FURNISHED. Contractor represents and warrants that all labor furnished by Contractor shall be trained journeyman level mechanics and mechanics in charge, or subcontractors, thoroughly skilled in Elevator Services. Apprentices must be registered with the National Association of Elevator Contractors (NAEC) and directly employed and supervised by Contractor. Elevator Technician Mechanic(s) and Apprentices will use all reasonable care to maintain the equipment in a proper and safe operating condition at all times.
- 4.23. INDUSTRY SAFETY STANDARDS. Contractor represents and warrants Contractor shall comply with current and approved elevator and/or escalator equipment industry safety standards. Contractor shall comply with the latest edition of the codes and standards enforced by the state and regulations promulgated by the [American Society of Mechanical Engineers \(ASME\)](#). Contractor Safety Plan for employee safe work practices that includes regular safety education given to employees, meet federal safety mandates, and steps to eliminate unsafe practices and incidents.
- 4.24. CONTRACTOR CERTIFICATIONS. Contractor represents and warrants Contractor shall comply with the entirety of Revised Code of Washington (RCW) 70.87, as well as codes and standards listed below or other applicable codes.

The latest edition of the following codes and standards enforced by the state at the date of the contract inception or contract renewal, shall apply:

- (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

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS (PARTS) WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty (Parts) Period"), the Goods: (a) are free from

- defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods (PARTS) Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS (PARTS) REMEDY.** If Goods do not comply with the Goods (PARTS) Warranty or any defects develop during the Goods (Parts) Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods (PARTS) Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall 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.
 - 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Elevator Services shall have the necessary skill, training, and all applicable licenses/certifications; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
 - 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
 - 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.
- 5.8. EMERGENCY & TECHNICAL SUPPORT. - Contractor shall provide emergency after-hour service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
6. **SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
 - 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.
 - 6.2. MATERIAL SAFETY DATA SHEETS/SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") and/or Safety Data Sheets ("SDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Elevator Services pursuant to this Contract.
 - 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Elevator Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
 - 6.4. HAZARDOUS MATERIALS. If Contractor uses chemicals or any potentially hazardous materials in the performance of Services, Contractor assumes responsibility for any loss, release, or environmental incident arising out of Contractor's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Contractor's noncompliance with any related laws or regulations.
 - 6.5. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report to Purchaser in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of such incidents.

- 6.6. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.
- 6.7. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 6.8. BACKGROUND CHECKS, SECURITY CLEARANCE, FINGERPRINTING, AND SECURITY AWARENESS TRAINING. All Contractor's employees or subcontractors who provide services at facilities of the Washington State Patrol (WSP), Department of Corrections (DOC), Department of Social and Human Services (DSHS), or other similarly secure facilities of other eligible Purchasers, must pass a security background check, if required or at the request of the Purchaser. Contractors shall comply with requests for additional background checks, fingerprint, security training, and or safety requirements, to be cleared for access to Purchaser facilities.
 - (a) Each location may require the clearance before any individual is allowed on site.
 - (b) Some DOC facilities may require security clearance to be updated every ninety (90) days. Contractor shall submit required personnel information within an adequate time for completion of a security background clearance, generally fifteen (15) business days, ahead of a scheduled site visit. Contractors' employees or subcontractors who provide service at a DOC and/or DSHS facilities may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with offenders, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, weapons, ammunition, contraband management, vehicles and parking, searches, emergency procedures, and other possible topics.
 - (c) Contractors' employees or subcontractors who provide service a WSP facility who have unescorted access are required to complete security awareness training every two (2) years, complete a criminal history background check, complete an FBI background, and submit fingerprint forms at Contractor's expense. Contractor shall submit required personnel information and forms within an adequate time for completion of a security background clearance, generally four (4) weeks ahead of an unescorted scheduled site visit.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall:
 - (a) incorporate Contractor's responsibilities under this Contract into its subcontracts;
 - (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this

Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

8.1 ORDERING REQUIREMENTS.

- (a) Purchaser Request. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, 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 Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- (b) Purchaser must provide written approval before utilization of Apprentice technicians and prior to billing. The Contractor must secure and obtain written pre-approval for all Apprentice technicians.
- (c) Purchaser shall provide Contractor a list of authorized representatives including at a minimum, name(s), email address(s), and phone number(s).
- (d) Contractor shall deliver the Goods and/or Services according to the frequency listed in the Purchaser's Purchase Order (monthly, quarterly or annually) for the Full Service Maintenance of Equipment. Contractor shall complete Elevator Services to the applicable service location specified in the Purchase Order. Such completed Elevator Services should occur during Purchaser's normal work hours and within the time period unless mutually agreed in writing between Purchaser and Contractor, or during an emergency.

- 8.2 PERFORMANCE REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. All services must be performed by qualified Elevator Technician Mechanic(s) with valid licenses, certifications, and/or qualifications as legally required to perform such Elevator Services.
- 8.3. PURCHASER INSPECTION OF GOODS AND/OR SERVICES.
- (a) Goods and/or Services purchased under this 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 Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order.
 - (b) If there are any apparent defects in the Goods and/or Services at the time of service, Purchaser promptly shall 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 or defect Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage or defect on the report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.
 - (c) If a deficiency is discovered at any time during Contractor's performance of this Contract, Contractor, at no additional cost to Purchaser, shall correct the deficiency within ten (10) business days from notice of the deficiency.
- 8.4. CUSTOMER SERVICE.
- (a) Contractor Customer Service Availability. Contractor shall be available by phone and/or email Monday through Friday from 6:00 am to 6:00 p.m. Pacific Standard Time (PST).
 - (b) Contractor Customer Service Response Time for Purchaser Inquiries for Routine Questions. Contractor shall return Purchasers' calls and emails within one (1) business day.
 - (c) Contractor Response Time for Purchaser's Request for a Quote. Contractor will provide Purchaser with completed quote, once Contractor has all of the relevant information, within one (1) business day.
 - (d) Contractor Acknowledgement of Purchase Order. Contractor will acknowledge purchaser orders within one (1) business day.
 - (e) Contractor Non- Emergency Appointment Requests. This outlines the timeframe for scheduling and providing the appointment details to the Purchaser. Contractor will provide Purchaser the appointment details within one (1) business day.
 - (f) Contractor Routine Response Time for Purchaser's Repair Request. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair until 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. Routine Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.
 - ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within one (1)

business day.

- (g) Contractor Malfunctioning Response Time for Purchaser's malfunctioning equipment. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair until the technician arrives at location. A Malfunctioning Service Request is any request not deemed by Purchaser to require immediate response and resolution by Contractor. Contractor shall respond to all Malfunctioning Service Requests in accordance with the following standards:
 - i. Malfunctioning Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.
 - ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within two (2) hours.
 - iii. Outside of Normal Work Hours between 6 pm and 6 am; PST, within two (2) hours.
- (h) Contractor Response Time for Purchaser's Labor & Industries (L&I) Correction Notice. The response time is counted from the end of the phone call or when Contractor receives the email requesting repair to when the technician arrives at location. An L&I correction notice is a Routine Service Request that requires immediate response and resolution by Contractor. Contractor shall respond to all L&I correction notice Requests in accordance with the following standards:
 - i. L&I Correction Notice Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to Purchasers is absolutely minimized.
 - ii. Normal Work Hours (Weekdays) between 6 am and 6 pm; PST, within one (1) business day.
- (i) Emergency Service Requests Response. 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. Upon notification by the Purchaser of a situation, the Contractor will, by mutual agreement, immediately dispatch a technician. Emergency response time is counted from the end of the phone call requesting repair to when the Contractor's Elevator Technician Mechanic(s) arrives onsite. Contractor will keep the Purchaser informed as to the Elevator Technician Mechanic(s) estimated time of arrival and shall respond to all Emergency Service Requests in accordance with the following standards:
 - i. Emergency Service Requests shall be resolved as quickly and effectively as possible and in such a manner that the disruption of Elevator Services and inconvenience to users is absolutely minimized.
 - ii. Normal Work Hours (Weekdays) between 6 am to 6 pm, PST every hour (every 60 minutes) and beyond the first hour, updates every 60 minutes.
 - iii. Overtime Hours (all other days/hours) 6 pm to 6 am, PST: every hour (every 60 minutes) and beyond the first hour updates every 60 minutes.

The Contractor and the Elevator Technician Mechanic(s) will make any emergency their No. 1 priority. Emergency service calls are billable at the applicable hourly rate. After sixty (60) minutes (or a different timeframe as negotiated upon execution of the Purchaser's agreement), the designated Purchaser's representative has the

authority to call the local Fire Department for extractions. The Purchaser reserves the right to seek reasonable compensation or reimbursement for resources used (both material and labor) for damage caused by the Fire Department if the call to the Fire Department was caused by a failure by Contractor to respond within the time limit established.

- (j) Schedule Maintenance Shutdowns:
 - i. Short Shut Down. Purchaser is to be informed in writing (email acceptable) at least three (3) business days in advance when equipment will be taken down for more than two (2) hours.
 - ii. Major Shut Down: Purchaser is to be informed in writing (email acceptable) at least one (1) week in advance when a unit will be taken down for more than one (1) day for non-emergency service and repairs.
- (k) Contractor Escalation. In the event of an escalated issue, Contractor shall provide Purchaser with a status update on escalated invoice issues every five (5) business days to Purchaser until invoice corrections are resolved not to exceed 30 calendar days.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

- (l) Contractor Invoicing Correction Commitment. In the event of an unresolved invoicing issue, Contractor shall provide Purchaser with a status update on escalated issues every five (5) business days to Purchaser until such issues are resolved.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

- (m) Invoice Resolution. In the event of an invoicing error, Contractor shall provide to the Purchaser a corrected invoice no later than two (2) calendar days from the day the correction was requested.
- (n) Contractor shall provide Purchaser with an up-to-date point of contact for Contractor and notify Purchaser of Elevator Technician Mechanic(s) and personnel changes/substitutions within seven (7) days of the change.
- (o) Contractor shall notify Purchaser at least forty-eight (48) hours of scheduled changes.

9. PREVAILING WAGES. This Contract category 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.

- 9.1. 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. For Elevator Services on this Contract that are provided during an update to the prevailing wage rates, Contractor shall pay the applicable prevailing wage for the date the services performed in compliance with any update to the rates. For clarity, the updates to prevailing wage rates automatically apply to the wage rates on this Contract for any work performed on the day the updated prevailing wage rate takes effect.

- 9.2. 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 Purchaser, if requested.
 - 9.3. INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Purchaser 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. Further, for invoices on this Contract for services performed that occur with an update to the prevailing wage rates, Contractor shall clearly detail the applicable rates charged for the dates services for periods before an update to the prevailing wage rate and periods after the prevailing wage rate to ensure to ensure that the correct prevailing wage rate was utilized.
 - 9.4. 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. Purchaser shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
 - 9.5. 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.
 - 9.6. 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
- 10 **INVOICING & PAYMENT**CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. 28723;
 - (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) Purchaser's Purchaser Order No., name, address; and email address;
- (e) Date(s) of actual service performed;
- (f) Full Service Maintenance Rates, including any available prompt payment discounts.
- (g) In addition, invoices for T&M authorized work shall also include the following documentation: Detailed service description and itemized breakdown of applicable Goods and/or Service:
 - i. Contractor's T&M proposal
 - ii. Journeyman level labor rate(s): Elevator Technician Mechanic, Elevator Technician Mechanic In Charge, Apprentice (Apprentice only with Purchaser's prior written approval)
Hourly rate and total hours for each labor category, if applicable. Pricing for Labor categories must be clearly structured in same manner as Contract pricing (Prevailing Wage + %).
 - iii. Actual labor hours worked
The number of hours should reflect at minimum the hours indicated on the MCP or sign in/out log, or other document as agreed by Purchaser.
 - iv. Repair and/or replacement parts description
 - v. Unit Price: Actual cost + % markup
Pricing for Parts in performing Elevator Services must be clearly structured in same manner as Contract pricing (cost + % markup)
Invoice amount to include break down of cost of materials

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until Contractor has conducted the Elevator Service and Purchaser is in receipt of an accurate and a complete invoice as specified herein.

- 10.2 PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in **Exhibit B – Prices for Goods/Services**, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. 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 \$1.00. Payment shall not be considered late if a check or warrant is mailed within the time specified.
- 10.3 OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar 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 refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 10.4 **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 10.5 **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for travel, tolls, parking, mileage, lodging, meals, shipping, handling, insurance, or payment processing.
- 10.6 **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

11 **CONTRACT MANAGEMENT.**

- 11.1 **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 Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract 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: Julie Hannah
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Tel: (360) 407-2215
 Email: descontractsteamcedar@des.wa.gov

Contractor

Attn: Yvonne Westerman
 Empryan Elevator LLC dba Washington
 Elevator
 6716 East Side DR. NE Ste 1-533
 Tacoma, WA 98422
 Tel: (253) 235-0445
 Email: Yvonne@waelevator.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.

- 11.2 **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 Contract.

In the event of a change with the Contractor's point of contact(s), the Contractor must inform the Contract Specialist within 15 calendar days to ensure the information is updated and posted accordingly.

- 11.3 **LEGAL NOTICES.** Any legal 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: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Sarah Waterman
 Empyrean Elevator LLC dba Washington
 Elevator
 6716 East Side DR. NE Ste 1-533
 Tacoma, WA 98422
 Email: sarah@waelevator.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.

12. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

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

- (a) **Contract Sales Reporting System.** Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall 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 Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Contract Sales Reporting.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

| QUARTER | FOR SALES MADE IN CALENDAR QUARTER | CONTRACT SALES REPORT | |
|---------|---------------------------------------|-----------------------|------------|
| | | DUE BY | PAST DUE |
| 1 | January 1 – March 31 | April 30 | May 1 |
| 2 | April 1 – June 30 | July 31 | August 1 |
| 3 | July 1 – September 30 | October 31 | November 1 |
| 4 | October 1 – December 31 | January 31 | February 1 |

12.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all 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:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0125.

- (b) 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.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise 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.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. **ANNUAL CONTRACT SALES REPORT FOR SERVICE CONTRACTS.** Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- (a) The total dollar amount for Elevator Services (including, as applicable, item number or other identifier) invoiced by Contractor;
- (b) Date Elevator Services performed;
- (c) Locations, by Purchaser; where Contractor performed Elevator Services and
- (d) Contract pricing:
 - i. Full Service Maintenance Rates (Monthly, Quarterly, and/or Annual)
 - ii. Prevailing Wage + % (Hourly rate and total hours for each labor category, if applicable. Pricing for Labor categories must be clearly structured in same manner as Contract pricing (Prevailing Wage + %).

- iii. Parts: Actual cost + % markup. Pricing for parts categories must be clearly structured in same manner as Contract pricing (Actual Cost + % mark up).

(e) Total dollar amount for Elevator Services purchased by Purchaser;

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

13. RECORDS RETENTION & AUDITS.

- 13.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this 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.
- 13.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. 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 Contract or Purchase Orders placed by a Purchaser under this Contract 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 Contract or final payment for any order placed by a Purchaser against this 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.
- 13.3 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 Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of 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); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

14. INSURANCE.

- 14.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in ***Exhibit C – Insurance Requirements***. All costs for insurance,

including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.

- 14.2. **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 Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

15. CLAIMS.

- 15.1. **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 and agents in connection with its operations under this 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 Contractor's acts or omissions under this Contract.
- 15.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless 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") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. 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.
- 15.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with

Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this 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 managers 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.

17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 17.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 17.2 **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 17.3 **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 17.4 PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 17.5 CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 17.6 DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor fails to timely report quarterly contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due;
 - (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
 - (e) Contractor breaches any representation or warranty provided herein.
- 17.7 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this 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) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 17.8 REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this 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 Goods and/or 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 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.

17.9 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; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

17.10 SUSPENSION/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 Goods and/or 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 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.

18 **PURCHASE ORDER TERMINATION.** Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

19 **PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

19.1 WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

19.2 CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement

actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 19.3 ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

20 GENERAL PROVISIONS.

- 20.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 20.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 20.3 NONDISCRIMINATION.
- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor,

is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 20.4 ENTIRE AGREEMENT. This 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.
- 20.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 20.6 AUTHORITY. Each party to this 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 20.7 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 Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 20.8 INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 20.9 ASSIGNMENT. Contractor may not assign its rights under this 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

- (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this 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 Contract notwithstanding any prior assignment of its rights.
- 20.10 **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 20.11 **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 20.12 **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 20.13 **SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this 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 Contract.
- 20.14 **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 Contract, nor shall any purported oral modification or rescission of this 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.
- 20.15 **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 20.16 **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.

- 20.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive 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.
- 20.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 20.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this 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 Contract. Each party hereto and its counsel has reviewed and revised this 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 Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 20.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 20.21 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 20.22 CAPTIONS & HEADINGS. The captions and headings in this 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 Contract nor the meaning of any provisions hereof.
- 20.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 20.24 COUNTERPARTS. This 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 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew

Elena McGrew
Type Name

Its: Procurement Manager
Title

**Empyrean Elevator LLC dba Washington
Elevator, a Washington LLC**

By: DocuSigned by:
Sarah Waterman
EF5105EDA7C8471...

Sarah Waterman
Type Name

Its: General Manager
Title

INCLUDED GOODS/SERVICES

Contractor shall perform equipment Full-Service Maintenance, Preventative Maintenance, testing, documentation and logging of all service visits, conduct repair services and other service components (hereafter "Elevator Services") as set forth in the Contract, shall furnish all materials and labor, and comply with all requirements according to currently adopted codes for the designated elevator, lift, or escalator equipment (hereafter "Equipment").

DEFINITIONS

"Full-Service Maintenance" shall refer to maintenance of Equipment where the Contractor performs systematic Preventative Maintenance, examinations, routine examinations, adjustments, testing, repairs and provides all materials, labor, supervision, diagnostic equipment, laptops, tools, supplies, weights, fluids, and other maintenance and repair services necessary to ensure regulatory compliance, prevent malfunctions or shutdowns due to normal wear and tear, to provide for continuous and safe operation of Equipment, and to prolong the life of all Equipment.

"Preventative Maintenance" shall refer to Contractor performing routine examinations, testing, adjustments, lubrication, repairs and like-for-like replacement of system component parts, furnishing all materials, labor, supervision, diagnostic equipment, laptops, tools, supplies, weights, fluids, and other goods and services necessary to ensure regulatory compliance, to prevent malfunctions or shutdowns due to normal wear and tear, to provide for continuous and safe operation of Equipment, and to prolong the life of all Equipment.

SPECIFICATION REQUIREMENTS

1. Equipment Pre-Maintenance Services

Contractor shall perform Equipment Pre-Maintenance Services at the start of a Purchaser's initial agreement term to ensure the Equipment is in good working order and/or brought into compliance with current codes and regulations. The Contractor shall make an initial inspection of the Equipment upon commencement of the Purchaser's agreement and report any deficiencies not previously identified by the prior Contractor. If any necessary corrections or repairs are identified within thirty (30) calendar days of the commencement of the Purchaser's agreement, the Contractor shall submit a T&M proposal using the Contractor's Time and Material rates; however, the Purchaser reserves the right to solicit offers from, and have corrections, or repairs made by other Contractors.

For Equipment covered under a Full-Service Maintenance, any repairs not identified by the Contractor and not reported to the Purchaser within the first thirty (30) calendar days of the commencement of the Purchaser's agreement, it is held that the Contractor has not found any deficiencies, and all repair work shall be at the Contractor's expense and shall become the responsibility of the Contractor to Repair under the Full-Service Preventative Maintenance provision of the Purchaser's agreement.

If Equipment was previously maintained by the same Contractor, any deficiencies identified in the initial inspection shall become the responsibility of the Contractor to Repair under the Full-Service Preventative Maintenance provision of the Purchaser's agreement.

EXHIBIT A

2. Full Service Maintenance and Plan Frequency

| | Maintenance Rate | Exclusions listed in Section 2.10 |
|---|-------------------------|--|
| Full Service Maintenance and Required ASME Examinations/Tests (Including On-site response and Troubleshooting) | Included | N/A |
| Standby Services | Included | Time and Material (T&M) would apply |
| Repairs/Replacements | Included | Time and Material (T&M) would apply |

Full Service Maintenance Plan Frequency: Purchaser's Purchaser Order will specify the frequency of the Full Service Maintenance visits. Purchaser's may request monthly, quarterly, or annual Services for regularly scheduled services and/or periodic Services, for each type of Equipment within a Region in accordance with ***Exhibit B – Prices for Goods/Services***. Contractor shall provide Purchaser, for its review and approval, a proposed schedule to perform the Elevator Services. Contractor shall obtain written authorized from Purchaser for changes to the agreed schedule.

2.1. Preventative Maintenance

Preventative Maintenance includes but is not limited to: a maintenance program for the Contractor to service all Equipment and associated parts. The work to be performed by the Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full-service maintenance, including applicable component adjustments at regular intervals and repair or replace all worn or defective components where necessary, and replacement of parts as herein specified for all equipment covered. Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the parts and components and all other mechanical or electrical equipment, including, but not limited to the following elevator types also known as "Equipment":

- A. Passenger Elevator
 - i. Traction (roped)
 - Geared
 - Gearless
 - ii. Hydraulic
 - Conventional
 - Hole-less
 - Roped Hydraulic (hybrid of traction and hydraulic)
 - iii. Machine Room Less (MRL)
 - Traction
 - Hydraulic
- B. Service/Freight Elevator
 - i. Traction (roped)
 - Geared
 - Gearless
 - ii. Hydraulic
 - Conventional
 - Hole-less
 - Roped Hydraulic (hybrid of traction and hydraulic)
 - iii. Machine Room Less (MRL)

- Traction
- Hydraulic
- C. Escalator
- D. Industrial. Typically used in industrial type warehouses.
 - i. Hoist
 - ii. Incline
- E. Lift
 - i. Wheelchair Lift
 - ii. Dumbwaiter
 - iii. Platform Lift

2.2. Full Service Maintenance Coverage

Contractor shall prepare and submit to Purchaser a detailed Full Service Maintenance schedule for all Equipment to be serviced within five (5) calendar days after execution of the Purchaser's Purchase Order. As a minimum, the Equipment shall be examined and maintained in accordance with currently adopted codes:

- 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** and according to currently adopted codes, Contractor shall:
 - i. Furnish lubricants and all Furnish lubricants and all cleaning supplies selected by Contractor to meet the manufactures and specific requirements of the equipment.
 - 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 closers/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, Wheelchair Lifts, and Platform Lifts** and according to currently adopted codes, Contractor shall:
- i. Furnish lubricants and all cleaning supplies selected by Contractor to meet the manufactures and specific requirements of the equipment.
 - 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, slide guides and rails
- 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** and according to currently adopted codes, Contractor shall:

- i. Furnish lubricants selected by Contractor to meet the manufactures and 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.
 - Maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain

wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

- F. **For Oil Changes** recommended by Contractor during the Equipment Pre-Maintenance Services time frame in Section 1 above or upon Purchaser's request to change oil despite Contractor's test showing passing, Contractor:
 - i. Provide the Purchaser with the following:
 - Age of Equipment
 - Date of last complete oil change
 - Approximate number of hours Equipment was used since last complete oil change
 - Manufacture's recommended oil change for specific Equipment
 - Equipment Model and Type
 - What signs and/or symptom Equipment is showing an oil change is required
 - Provide a copy of the oil analysis testing results
 - Provide current pictures to Purchaser
 - Provide estimate/quote on costs and anticipated time Equipment will be out of service
 - ii. Purchaser shall issue a Purchaser Order if approved to proceed.
 - iii. Contractor shall provide pictures to Purchaser after complete oil change.

2.3. Full Service Maintenance – Other Requirements

- A. Contractor must repair the elevator regardless of the reason for the shutdown and it is included in the preventative maintenance section and this is not a billable service and shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log or documentation showing there was a power failure or power outage 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. Any and all remote monitoring equipment and on-going service shall be at the Contractor's total expense.
- D. Contractor shall assign an Elevator Technician to assist with heat and/or smoke detector testing in the hoistway (fire system testing), emergency generator tests.
- E. Contractor shall post the 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. Entries shall include date Full Service Maintenance is complete, Elevator Technician or supervisor's name, brief description of Full Service Maintenance completed and the approximate time required for Full Service Maintenance. Contractor shall post the 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

EXHIBIT A

and non-routine maintenance, and repairs. Entries shall include date Full Service Maintenance is complete, Elevator Technician or supervisor's name, brief description of Full Service Maintenance completed and the approximate time required for Full Service Maintenance. The Preventative Maintenance Log and Full Service Maintenance schedule/chart shall be maintained for Purchaser's review and examination at any time. Purchaser may copy the Full Service Maintenance Log and Full Service 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 Full Service Maintenance. Purchaser must approve any changes to this schedule in writing.

- F. Contractor shall maintain one (1) complete set of wiring diagrams showing "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or Equipment up-grade in each machine room as required by Labor and Industries and the Elevator Technicians to utilize when troubleshooting/testing/etc. When any modifications are made to diagrams, the modified drawings must be made. the original changes shall be maintained in the Equipment machine room. Purchaser retains sole possession of these wiring diagrams. Wiring diagrams shall be kept legible, neat, and orderly fashion in each machine room.
- G. Purchaser will provide wiring diagrams, if available. If Purchaser does not provide the wiring diagrams, Contractor shall work with Purchaser to provide the diagrams, at Purchaser's expense.
- H. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the Equipment, properly painted, identified, and presentable at all times.
- I. Contractor shall provide a lockable metal- parts cabinet in each Equipment machine room to store parts and materials like rags, fluids, etc. Contractor shall coordinate purchase and/or installation for purchase of the correct cabinet that is allowed in the elevator machine room with Purchaser, as needed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement parts from ***Exhibit B – Prices for Goods/Services*** sheet.
- J. Contractor shall be required to provide a member of their supervisory personnel, regularly engaged in examinations and supervision, to visit Purchaser's site at least annually 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 review of the Equipment machine rooms and equipment. Examinations and supervision by Contractor shall be at no cost to Purchaser. Contractor shall provide a written report of the results of this examination to the Purchaser's within fourteen (14) calendar days of the on-site examination Contractor must repair the elevator regardless of the reason for the shutdown and it is included in the preventative maintenance section and this is not a billable service and shall not be excused from equipment shut downs allegedly caused by "faulty or dirty" building incoming electrical power unless Contractor provides the fault log or documentation showing there was a power failure or power outage resulting in Equipment shut-down on date of service call.

2.4. General Equipment Services Requirements

- A. Equipment 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. Having the Elevator Equipment running at all times is extremely important especially for public facing entities that provide essential services.
- B. Contractor shall notify Purchaser if Equipment Services will generate excessive noise and shall schedule such Equipment Services with Purchaser in advance.
- C. Overtime Elevator Services required or requested shall be scheduled and approved with the Purchaser in advance. Contractor needs to request whether the Purchaser wishes to pay for overtime, as in some cases, the Elevator Equipment may not need to be repaired after 6pm and can wait until the next day.
- 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 Purchase Order.
- E. Contractor shall Purchaser, prior to commencement of Equipment Services, with Safety Data Sheets (hereafter "SDS") for products Contractor intends to employ under the Purchaser's Purchase Order.
- 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. Contractor's Elevator Technician shall document and record in the MCP, the Purchaser's employee who was notified and approved the removal of Equipment.
- H. Downtime notification is required according to the following schedule:
 - i. **Emergency Shut Down.** Purchaser is to be notified immediately by phone, cell phone, or radio of emergency repairs or safety issues at time of detection. At minimum, a voice-mail and email message is required.
 - ii. **Short Shut Down.** Purchaser is to be informed in writing (e-mail acceptable) at least three (3) business days in advance when Equipment will be taken down for more than two (2) hours for non-emergency service/repair.
 - iii. **Major Shut Down.** Purchaser is to be informed in writing (e-mail acceptable) one (1) week in advance when an unit will be taken down for more than one (1) day for non-emergency service/repair.

EXHIBIT A

- 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 to Purchaser before Contractor's Elevator Technician leaves the jobsite.
- J. Contractor shall provide Purchaser with the names of Elevator Technician Mechanic, Elevator Technician Mechanic In Charge, and Apprentices ("Elevator Technicians") that will be performing the Equipment Services at least five (5) business days after Purchaser's Purchase Order start date. All Contractor's Elevator Technicians that perform may be required to pass a background and security check, provide fingerprinting forms, and complete security awareness training before performing Equipment Services. If there is a change in the Elevator Technician assigned to Purchaser, Contractor's supervisory staff must notify Purchaser prior to the replacement Elevator Technician's first visit.
- K. Purchaser reserves the right to request Contractor to replace any or all Elevator 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 Elevator Technicians shall wear clean, neat, well-maintained uniforms identifying them as employees of Contractor for ease of identification by Purchaser.
- M. Contractor's arrival and upon completion of Equipment Services or any time Contractor's Elevator Technician leaves the jobsite, Contractor shall inform Purchaser.
- N. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures of the Equipment Services at no extra cost to Purchaser.
- O. Contractor shall follow L and I's requirements for "Lock out Tag Out" regulations and procedures. I Lock Out-Tag Out.
- P. Contractor shall maintain the entire Equipment system in a clean manner at all times. Contractor shall furnish a fireproof metal trash container in each machine room. coordinate purchase with Purchaser the correct trash container is allowed in the elevator machine room with Purchaser., as needed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement parts from **Exhibit B – Prices for Goods/Services** sheet. 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 prior notice provided to Contractor, if the Contractor fails to rectify any deficiencies within the specified timeframe. All costs of the cleaning by another contractor or by Purchaser shall be reimbursed by the Contractor. Contractor will be fully responsible for removal and disposal of all oils, greases, solvents and soiled

EXHIBIT A

cleaning cloths/rags that are used in performing the Equipment Services. All material will be disposed of in accordance with all applicable present or future City, State and Federal Laws and Regulations.

- Q.** 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.
- R.** Contractor shall maintain the following minimum Equipment performance requirements. If Contractor is not able to locate written documentation for the last speed test, Contractor shall include the Equipment performance requirements below in Section 1, Equipment Pre-Maintenance Services above during the initial pre-maintenance service visit.
 - 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 maximum 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.

- S.** Contractor shall not be responsible, unless directed by Purchaser in which costs shall be incurred by the Purchaser, for replacing equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a public works project. The successful Contractor may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance with the contents, the Full Service Maintenance, Contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- T.** Contractor shall not be responsible, unless directed by Purchaser in which costs shall be incurred by the Purchaser, for replacing equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a public works project. The successful Contractor may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance with the contents, the Full Service Maintenance,

Contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.

- U. Contractor shall be responsible for giving immediate notice to the designated Purchaser of any condition, which the Contractor's employees discovers, that may present a hazard to either the Equipment or passengers.
- V. Contractor shall be responsible for keeping the exterior of the Equipment, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames, if requested by Purchaser, shall be a Time & Material rate via a purchaser order.
- W. Contractor shall maintain all Equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor shall maintain the work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

2.5. Full Service Maintenance Additional Requirements

Full Service 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.

- A. Outside of normal business hours, the Purchaser shall call Contractor through its normal business telephone numbers. Contractor shall provide a reliable means of communication between Contractor's local office and the lead Elevator Technician.
- B. 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, Contractor shall reschedule the work to minimize the disruption; this may require performing the work at times other than normal duty hours. Schedule delays imposed by the Purchaser must be communicated in advance to the Contractor. Purchaser will pay T&M if Contractor arrives to perform scheduled maintenance and is prevented from performing their duties due to the Purchaser. Elevator Services performed outside normal working hours shall be billed at the Overtime Rate.

2.6. Maintenance Control Program (MCP)

Contractor shall provide [Maintenance Control Program \(MCP\)](#) that are standardized and contains at a minimum the details on the L&I MCP document below

- **Hydraulic:** [Maintenance Control Program Documentation & Records Hydraulic Elevators \(F621-123-000\) \(wa.gov\)](#)
- **Electric:** [Maintenance Control Program Documentation & Records Electric Elevators \(F621-122-000\) \(wa.gov\)](#)

EXHIBIT A

Contactor shall provide and complete a Purchaser's Maintenance Control Plan (hereafter "MCP"), for the Equipment according to currently adopted codes. The MCP shall at a minimum include examinations, Full Service 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 and according to currently adopted codes. The MCP shall also include procedures for tests, periodic checkups, 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 examinations or test Equipment.

A. The MCP procedures and intervals may also be based on the Purchaser's requirements as well as:

- i.** Equipment age, condition, and accumulated wear
- ii.** Design and inherent quality of the Equipment
- iii.** Usage
- iv.** Environmental conditions

The Manufacturer's recommendations for any SIL rated devices or circuits:

- 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.
- MCP shall be located in the elevator machine rooms and shall be in full document compliance with ASME and according to currently adopted codes. MCP documents shall be filled out in full and completely maintained and updated by Contractor's Elevator Technicians.

2.7. Service Tickets

- A.** After each Equipment service call and regularly scheduled Full Service Maintenance, a legible ticket will be completed indicating the date of Equipment services, location, description and condition of Equipment being Serviced, Equipment services performed, parts replaced, total hours on the job and the Elevator Technician performing the Equipment 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 report of all Service tickets. Contractor shall send or email 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.
- B.** All Service tickets shall be left with or completed electronically and emailed to the Purchaser or available via online portal after all visits. Copies of Service tickets shall be included with Contractor invoices.

2.8. Callbacks

For all items noted in Section 2.2, Full Service Maintenance Coverage that requires maintenance or repairs outside of the Contractor's scheduled onsite full service maintenance visit, shall continue to be considered a full service maintenance item to be maintained or repaired at no additional expense to Purchaser.

2.9. Contractor and Purchaser Meetings

When requested by the Purchaser, monthly or quarterly meetings as scheduled by the Purchaser, held at the Purchaser's location or held virtual or by telephone with the Contractor's primary site Elevator Technician and/or Contractor's primary invoicing point of contact and Contractors' escalation point of contacts for the following purposes.

- Review job progress, past performance, outstanding deficiencies, outstanding T&M work, quality of work, and approval and delivery of materials.
- Identify and resolve problems that impede planned progress.
- Coordinate the efforts of all concerned so that progresses on schedule to on time completion.
- Maintain a sound working relationship between the Contractor and the Purchaser, and a mutual understanding of the requirements.
- Resolve any invoicing and payment issues, or other pending concern or issue.

2.10. Full Service Maintenance Exclusions

The only circumstance where the Contractor shall not be obligated under this agreement to repair damage at no additional cost is where such damage was caused by fire or force majeure, except that which is caused by the Contractor or by the willful destruction of the equipment by the Purchaser, clients, employees, or visitors. With respect to repair for which the Contractor is not obligated under this section, the Purchaser will pay at Contractor's time and material rates for any Purchaser approved Time and Material (T&M) Proposals. Repairs **not** included in the Full Service Maintenance may be corrected by Contractor with prior written estimate from Contractor and with Purchaser issued Purchaser Order. All material required for the below-mentioned repairs will be paid on either a time and material (T&M) or not-to exceed basis as defined in the Contractor's proposal. The Contractor will be paid only for repairs that Purchaser issued a Purchase Order and actually required.

Examples of these are the following: Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements, or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by the Purchaser. Any repairs that are not the Contractor's responsibility in accordance with the Full Service Maintenance Service or Equipment Repair Services detailed below.

- 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
- Any premaintenance repairs
- Elevator Services responses due to power outages, seismic, activity and/or nudging
- Force Majeure (elaborate; ie power bumps)

- Vandalism
- Miss-use

3. Equipment Testing and Audit Services

Contractor shall conduct any tests required by the State of Washington Elevator Inspector, by ASME safety code(s) for Equipment, and according to currently adopted codes and/or by any other governing or code agency. Contractor may also be requested to audit the Equipment and provide recommendations with no additional charges to the Purchaser under the Full Service Maintenance plan.

- 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.
- B. Tests include (however not limited to) and shall be performed at no additional costs as all tests shall be included in the Full Service Maintenance plan.
 - i. Category 1 (also known as Cat 1) Testing performed every year;
 - ii. Category 2 (also known as Cat 2) Testing performed every two (2) years;
 - iii. Category 5 (also known as Cat 5) Testing performed every five (5) years
- C. All testing will be completed BEFORE the date that it is due. Equipment services shall include, but not be limited to:
 - i. Contractor shall provide examinations 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 examinations 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 and according to currently adopted codes for Equipment during normal elevator industry business hours, unless requested by the Purchaser. Elevator Services performed outside normal working hours shall be billed at the Overtime rates.
 - iii. Conducting tests as required by ASME A17.1, for Phase I and Phase II key switch testing and/or installations on Firefighters' Emergency Service Control System.
- D. Contractor shall check the dispatching systems and make necessary tests and adjustments to ensure 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.
- E. Purchaser shall submit to Contractor all specifications which the Equipment is required to meet prior to Contractor performing the testing, including previous testing results if such tests have been performed in the past.
- F. Written test reports shall be submitted to Purchaser within 10 calendar days of actual testing.

EXHIBIT A

- G. Purchaser shall receive fourteen (14) calendar 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 requirements in the current codes and/or 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 informing Purchaser of re-testing date. (Some tests require coordinating other Contractors that the Purchaser's pay for their time. For example, a shunt trip testing is one that requires electricians, elevator vendor and the fire system Contractors).
- H. 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.
- I. Should a component fail during testing, Contractor shall be responsible to replace or repair the items necessary to return the Equipment to normal operation with no additional charges to the Purchaser under the Full Service Maintenance plan unless component is included in the exceptions and in this case when re-testing is required, re-testing will fall under the T&M charges.
- J. Contractor shall assign an Elevator Technician to assist with heat and/or smoke detector testing in the hoistway including however not limited to fire system testing, and shunt trip / emergency generator tests at no additional cost to Purchaser.

Purchaser reserves the right to make examinations and tests at their expense, when deemed necessary to ascertain that the Equipment Service requirements of the Purchaser's agreement are being fulfilled. If the examination identifies that Contractor is not compliant with the applicable Equipment 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 Equipment Services and Purchaser's Purchase Order shall be reimbursed by Contractor.

4. Equipment Repair Services

Except as specified in Section 2.10, Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the contract. Prior to any repairs being made by the Contractor not covered under the Contract, Contractor shall submit a written proposal to the Purchaser and obtain a

EXHIBIT A

Purchaser Order to proceed. Contractor shall supply materials and supplies at the Contractor's cost plus for replacement/refurbished parts from **Exhibit B – Prices for Goods/Services**. Contractor shall bill labor at the regular hourly rate from **Exhibit B – Prices for Goods/Services**. On completion of all approved and authorized repair work, Contractor shall submit to the Purchaser 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 Goods/Services** sheet.

- 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. Contractor's management contract list shall be submitted to Purchaser within five (5) business days of Purchaser's Purchase Order start date.
- B. 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. Contractor's management contract list shall be submitted to Purchaser within five (5) business days of Purchaser's Purchase Order start date.
- C. 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 Full Service Maintenance unit billing, if applicable, shall be suspended until the individual Equipment is restored to service.
- D. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. Contractor shall notify Purchaser verbally before the Contractor leaves Purchaser's facility, followed up with Contractor's written report to Purchaser stating the condition of the unit. Written notification of corrective measures undertaken shall be provided to Purchaser, in writing, as soon as possible, however must be within five (5) business day.
- E. In case of an Equipment accident, Purchaser shall immediately notify Contractor. The unit will not be placed in operation until an investigation is performed by Purchaser's Representative and/or the Washington Labor and Industries Equipment Inspector if the following conditions occur:
 - i. A person has been injured and requires first aid treatment.
 - ii. The unit is not safe to place in normal operating service because of obvious mechanical and/or electrical condition.
 - iii. There is a concern by the Contractor or Purchaser as to the possible continued malfunction if placed in service.

EXHIBIT A

- F. Labor and Industries (L&I) Inspection Finding Report and Correction Notice ("L&I Report"). Purchaser shall forward a copy of the L&I Report notifying the Contractor of the L&I inspection findings report and list of corrections. Contractor shall provide Purchaser that date the Elevator Technician is scheduled to make the required L&I correction(s) within two (2) business days of notice from Purchaser. Contractor shall schedule Elevator Technician(s) to make the required corrections. The Contractor is responsible for addressing all Contractor applicable repairs to comply with L&I inspection report.
- G. Labor and Industries (L&I) Inspection Finding Report and Correction Notice ("L&I Report"). Purchaser shall forward a copy of the L&I Report notifying the Contractor of the L&I inspection findings report and list of corrections. Contractor shall provide Purchaser that date the Elevator Technician is scheduled to make the required L&I correction(s) within two (2) business days of notice from Purchaser. Contractor shall schedule Elevator Technician(s) to make the required corrections. The Contractor is responsible for addressing all Contractor applicable repairs to comply with L&I inspection report.
- i. If the Contractor does not complete the repairs within the timeframe provided by L&I, Contractor shall keep the Purchaser updated on the status of the repair at least every five (5) business days and provide a credit to Purchaser the amount of the L&I fine paid by Purchaser due to the Contractor's late correction.
 - ii. If Purchaser does not promptly notify Contractor of L&I Inspection Finding Report within two (2) business days of receipt of L&I inspection report, Contractor will not be responsible to reimburse any fines.
- H. When corrective action is found to be the responsibility of the Contractor, Contractor shall proceed immediately to make replacements, repairs, and corrections. If Contractor fails to perform the Equipment Services required by the terms of the Purchaser's agreement, Purchaser may, after five (5) calendar days written notice to Contractor, perform or cause to be performed all or part of the Equipment services required thereunder. Contractor shall reimburse or provide a credit to 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 provided to Purchaser by within twenty-four (24) hours not to exceed seventy-two (72) hours for further action by Purchaser. If the Purchaser elects to have the Contractor perform these services, Purchaser shall issue a separate Purchase Order 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.

5. Elevator Emergency Services

- A. 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 an Elevator Technician Mechanic.
- B. In the event a passenger is trapped in stalled Equipment, the procedures specified in the ASME A17.4, or 'Guide for Emergency Evacuation of Passengers from Elevators' or according to currently adopted codes shall be followed.

EXHIBIT A

- C. Contractor shall within sixty (60) minutes (or otherwise specified timeframe as negotiated upon execution of the maintenance agreement) after receipt of Purchaser's request for any Emergency Service Request of the Equipment have a discussion with the Purchaser. After discussion with the Contractor, the Purchaser may elect to have the Contractor report for the Emergency Service Request to the site the next business day.
- D. The Contractor's time to appear On-site, investigate and troubleshoot the reason for the emergency service is included in the Contractor's Full Service Maintenance Rate. The Contractor may only invoice for Time and Material (T&M) (Section 7), to make repairs resulting from Callback service under the following condition:
 - i. The Equipment is covered under a Full-Service Maintenance plan and the work performed is not the responsibility of the Contractor (e.g., Repairs for vandalism, fire, force majeure, or by the willful destruction of the equipment by the Purchaser, clients, employees, or visitors).
- E. If any Equipment experiences a repeat call within a seven (7) calendar day period, the Purchaser may request another Elevator Technician to assist the regular Elevator Technician at no additional cost to the Purchaser. Should the same call for service reoccur within a seven (7)-day period after the arrival of an additional Elevator Technician, the Contractor shall escalate the matter and dispatch an Elevator Technician In Charge along with any diagnostic equipment necessary to determine the root cause of the problem at no additional cost to the Purchaser.

6. Equipment Standby Services

The Contractor, when requested and authorized by the Purchaser, shall provide standby Equipment services. When an Elevator Technician is required to open, standby, and close the Equipment for work not required to be done by an Elevator Technician, Contractor shall provide Equipment Standby Services when requested by Purchaser. Examples of Equipment standby services may include but are not limited to: Equipment with a glass enclosure/hoistway and the interior of it needs to be cleaned, winterizes Equipment, or when a Purchaser requests their contracted Contractor to provide an Elevator Technician on standby, etc.

- A. Purchaser requesting Equipment Standby Services shall provide Contractor with the following information:
 - i. Specific scope of work including estimated date and estimated hours.
- B. Contractor shall provide an estimate/ quote based on Purchaser's information:
 - i. Amount of hours by each type of Elevator Technician (Mechanic In Charge vs. Mechanic vs. Apprentice)
 - ii. Purchaser will send Contractor a Purchase Order with a not to exceed amount.

7. Time & Material ("T&M")

A Time and Materials (T&M) proposal to Repair/replace materials that are not covered by the Full-Service Preventative Maintenance plan. The Contractor shall within five (5) business days, submit a T&M proposal along with an itemized quote for material and labor to the Purchaser for any additional work not covered under the terms of this Contract. The Purchaser will decide how to proceed with all repairs. The Purchaser may proceed with the repairs using Contractor, Purchaser staff, or other contracted labor. No work should commence without the prior written approval of the Purchaser. Purchaser shall review and approval (signature of the Purchaser designee) are required for each item replaced/repaired/supplied under the T&M allowance.

EXHIBIT A

The Contractor will submit a “Not to Exceed” cost for Repair, including labor and material. Any incurred cost over the approved “Not to Exceed” amount will not be paid. The Contractor may contact the Purchaser to discuss the Repair before submitting the T&M proposal; however, the Contractor shall provide written justification if a “Not to Exceed” quote is not provided within five (5) business days. If the Purchaser approves the T&M proposal, the Contractor will be given written notification of the approved T&M proposal by the Purchaser, to proceed with the work.

If the repair is of an urgent nature (if the failure of the equipment will impact safety or comfort or will consequently cause extensive or expensive damage or loss to other equipment and/or furnishings), the Contractor shall notify the Purchaser’s representative immediately. If necessary, the Purchaser will direct the Contractor to perform tasks on an urgent basis. Subsequent to the urgent service, Contractor shall submit, on the completed T&M, a description of the urgent work performed with actual hours and material charged to the urgent work. All backup documentation described in Section 10, Invoicing and Payment, is required to be submitted with the urgent T&M for payment. The invoice for T&M work shall include documentation provided in Section 10.1 (g), Contractor Invoice:

- At the Purchaser’s request, the Contractor shall provide training for Equipment operation as required under the T&M proposal. This training may include emergency lowering of the elevators, routine requirements, starting and operating procedures, response to alarms, and problem diagnostics (controls/mechanical). Training is to be provided on a T&M basis either on or off-site when Purchaser issues a Purchaser Order. The training shall be invoiced at the Elevator Technician straight time hourly labor rate.
- At the Purchaser’s request, the Contractor shall submit a T&M proposal to assist in any Equipment related building/system shutdowns or maintenance, not covered elsewhere.

7.1. Time and Material (“T&M”) for Fire Alarm and/or Security System Installation

The following tasks are to be performed after Purchaser’s written approval of a T&M proposal in the event of fire alarm and/or security system installation:

As required, and directed by the Purchaser, the Contractor shall coordinate with the Purchaser’s fire alarm and/or security system vendor during the installation of a new fire alarm and/or security systems at the Purchaser’s premises. The Contractor shall perform the following under the T&M provision:

The following tasks are required to be performed at the Equipment machine rooms, elevator pits, elevator shafts, and elevator cabs:

- Contractor shall provide access to pit, and top of shaft, for demo and/or installation.
- Contractor shall provide Elevator Technicians to swing over primary recall to new system control relay.
- Contractor shall provide Elevator Technicians to swing over alternate recall to new system control relay.
- Contractor shall provide Elevator Technicians to swing over shunt relay to new system control relay system control relay.
- Contractor shall provide Elevator Technicians to swing over shunt status to new system control relay.
- Contractor shall provide Elevator Technicians to swing over alleviator room smoke relay to new system control relay.

EXHIBIT A

Note: The existing fire alarm system may not currently provide a connection to the elevator controller for elevator machine room smoke. In addition, the existing elevator shunt controller may not provide a status to the existing system for shunt status.

Contractor shall provide Elevator Technician(s) to swing over existing speaker in cab, and at elevator controller, in order to connect to new system. Note: Speaker may not currently exist inside elevator cars. In that case, a new dedicated feed will need to be provided by the Elevator Contractor inside existing travel cable.

8. Equipment Inventory, Replacement Parts, Repair Parts, and Obsolete Parts

All Equipment Repairs Services shall require a written estimate from Contractor approved by Purchaser prior to completing repairs.

8.1. Inventory

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 Full Service Maintenance of the Purchaser's Equipment.

8.2. Replacement Parts

The Contractor shall provide all replacement parts and equipment. A replacement part is an individual piece of the equipment; equipment is made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of the item is obtained from the Authorized User. If no such "equal" item can be found, the Contractor shall refer to Section 8.3, Obsolete Parts. Any parts, materials, components, and equipment provided by the Contractor during the final year Purchaser's contract period shall be fully warranted for a one-year period from the date of installation.

- A. In performing the Equipment 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. NOTE: This is considered standard maintenance.
- B. Contractor shall use commercially reasonable efforts to procure replacements parts in the most expeditious manner available.
- C. Parts requiring repair shall be rebuilt to "as new" condition.

- D. If the replacement part is not available, see Obsolete Parts Section 8.3.
- E. Contractor shall provide a written repair quote or estimate for Purchaser's written approval and authorization prior to repair work. Repair quotes/estimates shall have the following information.
 - i. Specific scope of work
 - ii. Amount of hours by each type of Elevator Technician (Mechanic In Charge vs. Mechanic)
 - iii. Labor rate to include prevailing wage plus % mark up rate
 - iv. Parts / Materials descriptions
 - v. Parts / Materials cost plus % markup rate
 - vi. Estimate/Quote shall not require a deposit or advanced payment

8.3. **Obsolete Parts**

Obsolete Parts shall be defined as the inability to purchase, and/or otherwise repair, parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components, or assemblies of equivalent design and functionality are available.

In the event of component obsolescence, as defined in above paragraph, the condition shall be reported to the Purchaser with the following information:

- A. Alternative equipment, or component parts renewal options, for the restoration of the system due to obsolescence:
- B. Procurement and installation time for restoration of system service:
- C. Any safety code requirements that will be triggered by the alternative equipment, or component renewal (i.e., including filing, tests, and approvals):

Contractor(s) shall provide written documentation if the replacement part is no longer available and determined to be obsolete, and that the Contractor has exhausted all research in obtaining such replacement parts to include manufacturer statement or information on obsolete 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. Contractor should also research options of rebuilding, refurbished and/or aftermarket parts as well as checking with other Companies before seeking and sourcing brand new and/or before an upgrade. If the replacement part is available and approved by the Purchaser in writing, Contractor shall invoice the Purchaser the cost plus mark up 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, Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

Any necessary Repairs for obsolescence work shall be submitted under Section 7, Time and Material (T&M). The Contractor shall submit a T&M proposal to the Purchaser for approval prior to performing any T&M repairs. The T&M proposal must include a detailed explanation of the obsolescent part, the alternative equipment or component, and any necessary retrofitting required. The approval and payment of the T&M proposal repair shall be based on the following:

- If an alternate replacement part is available Contractor shall provide all documentation of the replacement costs to the Purchaser. If Contractor installs a replacement part different than the original Equipment manufacturer, the new replacement shall not be of the "proprietary" type and

Contractor shall provide, in writing, the manufacturer, type, and model of the proposed replacement part.

- The cost of the alternative equipment, or component parts, and any miscellaneous material necessary for repairs or retrofitting, to replace an obsolete part, shall be listed in a T&M proposal and will be listed in detail as a material cost subject to the material cost markup for Purchaser approval.
- Any additional labor hours and costs necessary for any modifications, retrofits, and other additional work deemed necessary to install the replacement of obsolete parts, or renewal components, that are above and beyond the time that would be normally necessary for installing a standard manufacturer's replacement part or component, to complete the repairs.
- For Equipment covered by a Full-Service Maintenance, Contractor shall be responsible for the labor hours that would be normally necessary if a manufacturer's replacement component was available and installed.

8.4. 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. Circuit board may be very hard to find and in a timely manner do to age of elevator.
- B. Contractor's Elevator Technician(s) shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions on all non-proprietary 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.

PRICES FOR GOODS/SERVICES

| PARTS | | |
|---|--|-----|
| Replacement Parts % markup above Contractor's Actual Cost | | 15% |
| Refurbished Parts % markup above Contractor's Actual Cost | | 15% |

PREVAILING WAGE LABOR RATES:

| Region | County | Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm | Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am | OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate | Elevator Technician Mechanic In- Charge Hourly Straight Time, 6 am to 6 pm | Elevator Technician Mechanic In- Charge Hourly Overtime, 6 pm to 6 am |
|-----------|-----------|--|--|--|--|---|
| Northwest | Island | 300% | 510% | N/A | 300% | 510% |
| Northwest | King | 300% | 510% | N/A | 300% | 510% |
| Northwest | Pierce | 300% | 510% | N/A | 300% | 510% |
| Northwest | San Juan | 300% | 510% | N/A | 300% | 510% |
| Northwest | Skagit | 300% | 510% | N/A | 300% | 510% |
| Northwest | Snohomish | 300% | 510% | N/A | 300% | 510% |
| Northwest | Whatcom | 300% | 510% | N/A | 300% | 510% |

| Region | County | Elevator Technician Mechanic Hourly Straight Time, 6 am to 6 pm | Elevator Technician Mechanic Hourly Overtime, 6 pm to 6 am | OPTIONAL: Elevator Technician Apprentice Hourly bid rate must be less than Elevator Technician Mechanic Hourly bid rate | Elevator Technician Mechanic In- Charge Hourly Straight Time, 6 am to 6 pm | Elevator Technician Mechanic In- Charge Hourly Overtime, 6 pm to 6 am |
|-----------|-----------|--|--|--|--|---|
| Southwest | Clark | 300% | 510% | N/A | 300% | 510% |
| Southwest | Cowlitz | 300% | 510% | N/A | 300% | 510% |
| Southwest | Lewis | 300% | 510% | N/A | 300% | 510% |
| Southwest | Pacific | 300% | 510% | N/A | 300% | 510% |
| Southwest | Skamania | 300% | 510% | N/A | 300% | 510% |
| Southwest | Thurston | 300% | 510% | N/A | 300% | 510% |
| Southwest | Wahkiakum | 300% | 510% | N/A | 300% | 510% |

Exhibit B

FULL SERVICE MONTHLY SERVICE RATES:

| Region | County | Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more | Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops | Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate 10 Stops or more | Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops | Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more | Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate |
|-----------|-----------|--|---|---|---|---|---|---|---|
| Northwest | Island | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Northwest | King | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Northwest | Pierce | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Northwest | San Juan | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Northwest | Skagit | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Northwest | Snohomish | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Northwest | Whatcom | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |

| Region | County | Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 stops | Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more | Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 stops | Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more | Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 stops | Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more | Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate | Escalator Equipment Full Service Monthly Rate | Wheelchair Lift Equipment Full Service Monthly Rate | Roped Hydraulic Equipment Full Service Monthly Rate |
|-----------|-----------|---|---|---|---|--|--|--|--|--|---|
| Northwest | Island | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |
| Northwest | King | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |
| Northwest | Pierce | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |
| Northwest | San Juan | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |
| Northwest | Skagit | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |
| Northwest | Snohomish | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |
| Northwest | Whatcom | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$700.00 | \$150.00 | \$150.00 |

Exhibit B

| Region | County | Passenger - Traction/ Roped & Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Passenger - Traction/ Roped & Gearless Elevator Equipment Full Service Monthly Rate 10 Stops or more | Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 Stops or more | Passenger - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Passenger - Roped Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more | Passenger - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate |
|-----------|-----------|---|--|---|--|---|---|---|
| Southwest | Clark | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Southwest | Cowlitz | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Southwest | Lewis | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Southwest | Pacific | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Southwest | Skamania | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Southwest | Thurston | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |
| Southwest | Wahkiakum | \$315.00 | \$335.00 | \$335.00 | \$225.00 | \$235.00 | \$235.00 | \$350.00 |

| Region | County | Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Service/Freight - Traction Geared Elevator Equipment Full Service Monthly Rate 10 stops or more | Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate less than 10 Stops | Service/Freight - Traction Gearless Elevator Equipment Full Service Monthly Rate 10 stops or more | Service/Freight - Hydraulic Elevator Equipment Full Service Monthly Rate Less than 10 Stops | Service/Freight ht - Hydraulic Elevator Equipment Full Service Monthly Rate 10 stops or more | Service/Freight - Machine Room - Less (MRL) Hydraulic Elevator Equipment Full Service Monthly Rate | Wheelchair Lift Equipment Full Service Monthly Rate | Roped Hydraulic Equipment Full Service Monthly Rate |
|-----------|-----------|---|---|--|---|---|--|--|---|---|
| Southwest | Clark | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |
| Southwest | Cowlitz | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |
| Southwest | Lewis | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |
| Southwest | Pacific | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |
| Southwest | Skamania | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |
| Southwest | Thurston | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |
| Southwest | Wahkiakum | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$150.00 | \$150.00 |

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **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, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** (applicable when accessing purchaser premises). Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage 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. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by 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.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

DESContractsTeamCedar@des.wa.gov

Email: *Note:* The Email Subject line must state:
Contract Insurance Certificate – - Contract No. 28723 – Elevator Services
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

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. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. 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) calendar 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 Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *