

Bellevue Convention Center Authority
Meydenbauer Center
Bellevue, Washington

REQUEST FOR PROPOSALS (RFP):
VERTICAL TRANSPORTATION
PREVENTIVE MAINTENANCE &
REPAIR

October 5, 2026

PROPOSAL DEADLINE:

Friday, October 30, 2026, at 3:00 p.m. local time in Bellevue, Washington

PRE-SUBMITTAL MEETING:

Monday, October 12, 10am PT

PROPOSAL DELIVERY ADDRESS:

Bellevue Convention Center Authority - Meydenbauer Center
Level 3 Administrative Offices
11100 NE 6th Street
Bellevue, WA 98004

EXPECTED PERFORMANCE PERIOD:

The period of performance for any Contract resulting from this solicitation is expected to begin January 1, 2027 and continue through December 31, 2029 at which time the agreement could be extended by mutual consent on an annual base for up to two years until December 31, 2031. The BCCA reserves the right, at its discretion, to extend the contract in accordance with the Contract.

CONTRACTOR ELIGIBILITY:

This procurement is open to service providers that satisfy the minimum qualifications stated herein and are authorized and available to perform the work in Washington State.

TABLE OF CONTENTS

1. Introduction	3
1.1 Purpose & Background.....	3
1.2 Objective & Scope	3
1.3 Minimum Qualifications.....	3
1.4 Period of Performance.....	4
1.5 Definitions	4
2. General Information	4
2.1 RFP Coordinator	4
2.2 Estimated Schedule of Procurement Activities.....	5
2.3 Questions Regarding the Solicitation.....	5
2.4 Revisions to the RFP	5
2.5 Proprietary Information & Public Disclosure.....	5
2.6 Equal Opportunity Requirements.....	6
2.7 Compliance with Laws and Regulations	6
2.8 Indemnification	7
2.9 Submission of Proposals.....	7
2.10 Acceptance Period	8
2.11 Responsiveness	8
2.12 Rejection of Proposals	8
2.13 Most Favorable Terms.....	8
2.14 Contract Award and Execution.....	9
2.15 Costs to Propose	9
2.16 No Obligation to Contract	9
3. Proposal Form & Contents	9
3.1 Letter of Submittal & Affidavit Concerning Conflicts of Interest	9
3.2 Service Delivery Model.....	10
3.3 Company History and Qualifications	11
3.4 Client References.....	11
3.5 Cost Proposal	12
4. Evaluation & Contract Award.....	13
4.1 Proposal Screening.....	13
4.2 Clarification of Proposal	13
4.3 Evaluation Weighting & Scoring.....	13
4.4 Oral Presentations	13
4.5 Notification to Proposers.....	13
4.6 Protest Procedure	14
5. RFP Attachments	15
Attachment A - Affidavit Concerning Conflicts of Interest	16
Attachment B - Client References	17
6. RFP Exhibits	15
Exhibit A - Scope of Work	19

1. INTRODUCTION

1.1 PURPOSE & BACKGROUND

The Bellevue Convention Center Authority (BCCA), a public corporation chartered by the City of Bellevue (the "City") and has been duly constituted pursuant to RCW 35.21.730 et seq. and Ordinance No. 4092 of the City, has issued this Request for Proposals (RFP) to solicit responses from service providers interested in and qualified to provide licensed vertical transportation preventative maintenance and repair services.

1.2 OBJECTIVE & SCOPE

The BCCA Board of Directors is seeking proposals from qualified contractors to effectively maintain, test and repair all vertical transportation systems at Meydenbauer Center. The facility includes two overhead traction passenger elevators, one screw driven chair lift, one in-ground hydraulic freight elevator and one in-ground hydraulic service elevator, as well as four commercial grade escalators. As a large meeting and event facility that has the potential to host events at any hour of any day, we seek a contractor that has sufficient personnel and resources to respond promptly to emergencies, and upholds their commitments in response time, and quality of work. The specific and detailed Scope of Work to achieve this objective is contained in Exhibit A to the RFP.

1.3 MINIMUM QUALIFICATIONS

The Contractor must have no less than ten (10) years' experience in the repair, installation, and maintenance of vertical transportation systems of a scope similar or greater than the services contemplated under this RFP, and must meet State of Washington mandatory bidder responsibility criteria for Public Work as follows:

- (a) Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW and a current elevator contractor license in compliance with Chapter 70.87 RCW, as applicable to the work to be performed;
- (b) Have a current Washington Unified Business Identifier (UBI) number;
- (c) If applicable:
 - i. Have Industrial Insurance coverage (workers' compensation) for the bidder's employees working in Washington as required in Title 51 RCW;
 - ii. Have an Employment Security Department number as required in Title 50 RCW; and
 - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- (e) Ensure that all personnel performing conveyance work hold the applicable elevator mechanic licenses and qualifications required under Chapter 70.87 RCW and Chapter 296-96 WAC.

The public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors.

1.4 PERIOD OF PERFORMANCE

The period of performance for any contract resulting from this RFP is scheduled to begin January 1, 2027 and continue through December 31, 2029, at which time the agreement could be extended by mutual consent on an annual base for up to two years until December 31, 2031. The BCCA reserves the right, in its sole discretion, to extend the Contract in accordance with the terms and conditions of the final executed Contract.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Contractor - An individual or company whose Proposal has been accepted by the BCCA and that is awarded a fully executed written contract.

Proposal - A formal offer submitted in response to this solicitation.

Proposer - An individual or company submitting a Proposal in order to attain a contract with the BCCA.

RCW and WAC - The "Revised Code of Washington" and the "Washington Administrative Code", respectively, which together provide the statutory and regulatory framework for BCCA procurements.

BCCA - The Bellevue Convention Center Authority, the governmental entity issuing this RFP.

2. GENERAL INFORMATION

2.1 RFP COORDINATOR

All communication between potential Proposers and the BCCA shall be with the RFP Coordinator, as follows:

Name	Sara Waltemire, Chief Operating Officer
Address	11100 NE 6th Street, Bellevue, WA 98004
Phone	425-450-3743
E-mail	swaltemire@meydenbauer.com

Proposers are to rely on written statements issued by the RFP Coordinator; any other information will be considered unofficial and non-binding on the BCCA. The BCCA reserves the right to appoint an alternate RFP Coordinator during the solicitation process, as may be necessary and convenient.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Procurement Activity	Date
Issue Request for Proposals	October 5, 2026
Pre-submittal Meeting & Tour	October 12, 2026 (10am)
Last date for questions regarding RFP	October 21, 2026
Issue addendum to RFP, if applicable	October 26, 2026
Proposals due	October 30, 2026
Evaluate Proposals	November 2 – 4, 2026
Conduct oral interviews with finalists, if required	November 5 – 6, 2026
Announce apparent successful Contractor(s)	November 11, 2026
Negotiate contract(s)	November 17 – 20, 2026
Begin contract work	January 1, 2027

The BCCA reserves the right to revise the above schedule.

2.3 QUESTIONS REGARDING THE SOLICITATION

Written questions may be submitted to the RFP Coordinator no later than the close of business, October 21. A statement of any questions received and the BCCA response(s) in the form of an addendum to the RFP will be issued no later than the close of business, October 26.

2.4 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, one or more addenda to the solicitation will be issued. The RFP, and any revisions or addenda will be posted on the BCCA Website <https://www.meydenbauer.com/about/vendor-opportunities/> The BCCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.5 PROPRIETARY INFORMATION & PUBLIC DISCLOSURE

All Proposals received under this RFP shall remain confidential until the contract, if any, resulting from this solicitation is executed by the BCCA and the apparent successful Contractor; thereafter, the Proposals shall be deemed public records as defined in Chapter 42.56 RCW.

Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified, as must the particular exception from disclosure upon which the Proposer is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page. The Proposer must be reasonable in designating information as confidential; marking the entire Proposal as exempt from disclosure will not be honored.

The BCCA will consider a Proposer's request for exemption from disclosure; however, the BCCA will make a decision predicated upon Chapter 42.56 RCW and Chapter 143-06 WAC. If any information is marked as proprietary in the Proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for public records should be directed to the BCCA Administrative Services at the address on the face page of this RFP. A charge is made to the requestor for copying and shipping of disclosed public documents, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files.

2.6 EQUAL OPPORTUNITY REQUIREMENTS

The successful Contractor must comply with BCCA equal opportunity requirements. The BCCA is an Equal Opportunity Employer. It does not discriminate and does not do business with others who discriminate on the basis of race, color, creed, sex, age, nationality or disability.

2.7 COMPLIANCE WITH LAWS AND REGULATIONS

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded the Contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Performance & Payment Bonds: Both a Performance and Payment Bond shall be required on contracts. For contracts of one hundred fifty thousand dollars or less, at the option of the Contractor, the Authority, in lieu of the bond, may retain 10% of the contract amount (Chapter 39.08 RCW).

Prevailing Wage: Payment of Prevailing Wage is required for this project. It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification. Current prevailing wage data can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Prevailing Wage Office, P.O. Box 44540, Olympia, Washington 98504-4540, 1-855-545-8163, or by email at PW1@lni.wa.gov, or on the Washington State Department of Labor & Industries Prevailing Wage Rates website, <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>.

2.8 INDEMNIFICATION

The Contractor shall hold harmless, defend, and indemnify the BCCA and the BCCA's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide compensation coverage or liability coverage.

2.9 SUBMISSION OF PROPOSALS

Proposals may be submitted in hardcopy or electronically, but may not be transmitted via facsimile.

If submitting the Proposal in hard copy, the following information is applicable. Proposers are required to submit three (3) copies of their Proposal. One (1) copy must have original signatures and the additional copies may have photocopied signatures. The Proposal, whether mailed or hand-delivered, must be received by the BCCA no later than 3:00 p.m. local time in Bellevue on October 30, 2026. The Proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1, above. The submittal package should be clearly marked to the attention of the RFP Coordinator, and should include the notation "RFP Submittal for Vertical Transportation Preventive Maintenance & Repair".

Proposers mailing Proposals should allow for normal mail delivery schedules to ensure timely receipt of their Proposals by the RFP Coordinator. Hand-delivered Proposals will only be accepted at the reception desk, BCCA Level 3 Administrative Offices, 11100 NE 6th Street, Bellevue. Proposers assume all risk for the method of delivery chosen; the BCCA will accept no responsibility for delays caused by any delivery service or external circumstance, e.g. traffic congestion.

If submitting the Proposal electronically, the following information is applicable. Proposals being submitted electronically must be sent as an attachment to an e-mail, addressed to the RFP Coordinator as noted in Section 2.1, above, and must include the notation "RFP Submittal for Vertical Transportation Preventive Maintenance & Repair" in the e-mail subject line. Proposals must arrive at the BCCA by 3:00 p.m. local time in Bellevue on October 30, 2026. Attachments to the e-mail shall be in Microsoft Word® and Excel® software, and/or in .pdf file form. Proposers submitting Proposals via e-mail must also send hardcopies of the cover submittal letter and the

Affidavit Concerning Conflicts of Interest Form (Attachment A) with original signatures to the RFP Coordinator. The BCCA will accept no responsibility for problems encountered in the e-mail transmittal process.

Proposers are specifically advised that as to Proposal submittal:

1. Late Proposals will not be accepted and will be automatically disqualified from further consideration.
2. The Proposal must respond to the procurement requirements set forth herein.
3. The Proposal must be complete, must stand on its own merits, and should not respond by referring to material presented elsewhere.
4. A concise and well thought-out Proposal is more advantageous to the Proposer than a voluminous one.
5. All Proposals and any accompanying documentation submitted in response to this procurement shall become the property of the BCCA and will not be returned.

2.10 ACCEPTANCE PERIOD

Proposals must provide sixty (60) days for acceptance by BCCA from the due date for receipt of Proposals.

2.11 RESPONSIVENESS

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in the RFP. Proposers are hereby specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive. The BCCA reserves the right, however, at its sole discretion to waive minor administrative irregularities in the Proposals received.

2.12 REJECTION OF PROPOSALS

The BCCA reserves the right at its sole discretion to reject any and all Proposals received without penalty.

2.13 MOST FAVORABLE TERMS

The BCCA reserves the right to make an award without further discussion of any Proposal submitted. Therefore, the Proposal should be submitted on the most favorable terms that can be offered. The BCCA does reserve the right to contact a Proposer for clarification of its Proposal during the evaluation process. In addition, the BCCA reserves the right to enter into contract negotiations with the apparent successful Proposer, which may include discussions regarding the terms of the Proposal. Contract negotiations may result in incorporation of some or all of the subject Proposal. The Proposer should be prepared to accept this RFP document for incorporation into a contract resulting from this solicitation. It is also understood that the Proposal will become part of the BCCA's official procurement file.

In the event of any conflict between the Contractor's proposal, standard service agreement, terms and conditions, exclusions, or warranty language and the Lerch Bates Maintenance Specification, the Lerch Bates Maintenance Specification and the final BCCA contract shall govern.

Order of Precedence. In the event of any conflict between the Contractor's proposal, standard service agreement, terms and conditions, exclusions, warranty provisions, service-level commitments, or other contractor-supplied documents and the Lerch Bates Maintenance Specification, the Lerch Bates Maintenance Specification and the final Contract executed by the Bellevue Convention Center Authority shall govern. Submission of a Proposal constitutes acknowledgment and acceptance of this order of precedence.

2.14 CONTRACT AWARD AND EXECUTION

The BCCA shall not be bound or in any way obligated until both parties have executed a Contract. The general conditions and specification of the RFP and the successful Proposer's response, as amended by contract between the BCCA and the successful Contractor, including e-mail or written correspondence relative to the RFP, will become part of the contract documents. Additionally, the BCCA will verify Proposer representations that appear in the Proposal. Failure of the Contractor to perform services as represented may result in contract cancellation or termination. The Proposer selected as the apparent successful Proposer will be expected to enter into a contract with the BCCA. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract. If the selected Proposer fails to sign the contract within five (5) business days of delivery of the final contract, the BCCA may elect to cancel the award and award the contract to the next-highest ranked Proposer. All parties may incur no cost chargeable to the proposed contract before the date of execution of the contract.

2.15 COSTS TO PROPOSE

The BCCA will not be liable for any costs incurred by the Proposer in preparation of a submittal in response to this RFP, in conduct of a presentation, or any other activities related to responding to the RFP.

2.16 NO OBLIGATION TO CONTRACT

Issuance of this RFP does not obligate the BCCA to contract in whole or in part, for the services described herein.

3. PROPOSAL FORM & CONTENTS

Written Proposals must be prepared on letter-size (8-1/2 x 11 inch) pages, with tabs or equivalent electronic navigation separating major sections. Proposals may not exceed thirty (30) pages. Major sections of the Proposal are to be in the order noted below:

1. Signed Letter of Submittal, including the signed Affidavit Concerning Conflicts of Interest
2. Service Delivery Model
3. Company History and Qualifications
4. Client References
5. Cost Proposal

3.1 LETTER OF SUBMITTAL & AFFIDAVIT CONCERNING CONFLICTS OF INTEREST

The Letter of Submittal must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the Managing Partner if a partnership, or the proprietor if a sole proprietorship. This introductory letter should convey the Proposer's interest in the project, and highlight particular strengths of the proposed service provider. In addition, it is to include by attachment the following information about the Proposer and any proposed subcontractors:

1. Name, address, principal place of business, telephone/fax number, and e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of the principal officer(s) (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as it now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number as issued by the Washington State Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identification of any current or former BCCA employees on the firm's governing board or in a management position as of the date of the Proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information, it is determined by the BCCA that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.

The Affidavit Concerning Conflicts of Interest form (Attachment A to this RFP) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, and is to be included with the Letter of Submittal in the Proposal.

3.2 SERVICE DELIVERY MODEL

A. Preventive maintenance and repair services, systems, and methodologies

1. **Services** - Indicate the breadth of vertical transportation equipment and systems for which the Proposer provides maintenance and repair services, and identify applicable levels of

certification and licensure. Describe the process used to review equipment condition with clients and develop recommendations.

2. **Standard approaches and systems used for performing and tracking preventive maintenance** - Describe the framework, systems, and processes used to maintain client equipment, including equipment inventories, maintenance checklists and verification, field-data logging, repair histories, and any customer-facing interface.
3. **After-hours emergency calls** - Describe the number and types of on-call personnel scheduled, the emergency-call and dispatch process, applicable licensing or certification requirements, required experience levels, target response times, and any remedy provided when a response-time commitment is not met.
4. **Workmanship warranty** - Describe labor warranty terms for preventive maintenance and repair work.
5. **Standard Terms, Conditions, and Exclusions** – Provide the Proposer's standard service agreement, terms, conditions, exclusions, and warranty provisions for review. Submission of such documents does not modify the requirements of the RFP, the Lerch Bates Maintenance Specification, or the final Contract unless specifically accepted in writing by the BCCA.

3.3 COMPANY HISTORY AND QUALIFICATIONS

A. Company History – Include length of time in business locally, describe existing client base and lines of business. The proposing company will provide evidence that it is financially solvent and has been providing vertical transportation system services for the previous five (5) years. This can include year-end bank statements or audited financial statements for the past three years.

B. Organizational Structure – Identification of reporting relationships between executives, senior managers, on-site managers and line staff to be associated with this potential contract.

C. Staffing – Identify key staff, who will be assigned to the potential contract at all levels, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this contract, education, experience, significant accomplishments and any other pertinent information. The Proposer must commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the BCCA.

D. Subcontractors – Proposer shall identify: (A) the name and business address of each Subcontractor who will perform work or labor or render services; and (B) the portion of work to be done by each Subcontractor.

3.4 CLIENT REFERENCES

Provide information on "ATTACHMENT B" – Client References. Include a list of contracts the Proposer has had during the last five (5) years of equivalent size, complexity and environment – hospitality, public assembly facilities. List contract reference numbers, period of performance, contact persons, telephone and e-mail addresses and briefly describe the type of service provided. The Proposer and staff proposed to provide the services must grant permission to the BCCA to contact references, and others for whom services have been provided. Do not include current BCCA staff as references. References will be contacted and scored for the top-ranking Proposal(s) only.

A. Related Information

1. If the Proposer or any subcontractor has contracted with the BCCA during the past twenty-four (24) months, indicate the contract number and project description and/or other information available to identify the contract.
2. If a member of the Proposer's staff or subcontractor's staff was an employee of the BCCA during the past twenty-four (24) months, or is currently a BCCA employee, identify the individual by name, job title or position held and separation date.
3. If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance, wherein the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The BCCA will evaluate the facts as presented and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

3.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the least cost Proposal, but rather to the Proposal(s) which represent the best overall value in meeting the requirements of this RFP. However, Proposers are encouraged to submit Proposals that are consistent with BCCA efforts to conserve public resources.

A. Identification of Costs – Using their own Cost Proposal form/format, Proposers are to identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. It is preferred that Proposers separate rates for their preventive maintenance services from various hourly rates that may apply for time and material based repair services. Provide all applicable classes of rates, overtime, etc. Note that Contractors are required

to collect from the BCCA and remit to the Washington State Department of Revenue any Washington State sales tax applicable to the contract.

4. EVALUATION & CONTRACT AWARD

Responsive Proposals will be evaluated in accordance with the requirements stated in the solicitation and any addenda issued. Only those Proposals meeting all mandatory submittal requirements will be evaluated for possible contract award. The evaluation of Proposals shall be accomplished by an evaluation team to be designated by the BCCA, which will determine the ranking of the Proposals.

4.1 PROPOSAL SCREENING

Proposals received by the published deadline will be administratively screened for “responsiveness”, i.e., meeting all the material requirements of the solicitation, and for Proposer “responsibility”, i.e., being a service provider in good standing in the State of Washington, eligible for receiving public contracts.

4.2 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact a Proposer for clarification of any portion of the respective Proposal.

4.3 EVALUATION WEIGHTING & SCORING

For all Proposals determined to be responsive to the requirements of the solicitation and determined to have been submitted by responsible Proposers, the following weighting and points will be assigned for evaluation purposes:

Service Delivery Model	30 points
Company History and Qualifications	20 points
References	20 points
Cost Proposal	30 points
Total	100 points

4.4 ORAL PRESENTATIONS

The BCCA, at its sole discretion, may select the top scoring finalist(s) from the written evaluation for an oral presentation and final determination of contract award. Should the BCCA elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by a Proposer at the oral interview, if any, will be considered binding.

4.5 NOTIFICATION TO PROPOSERS

Firms whose Proposals have not been selected for further negotiation or award will be notified via fax or by e-mail.

4.6 PROTEST PROCEDURE

Proposers protesting this procurement shall follow the procedures described below; protests that do not follow these procedures will not be considered. This procedure constitutes the sole administrative remedy available regarding this procurement and is available only to those Proposers who submitted a response to this solicitation document.

Upon completing the debriefing conference, the Proposer is allowed three (3) business days to file a protest with the RFP Coordinator. Protests may be submitted by facsimile or e-mail. All protests must be in writing and signed by the protesting party or an authorized agent, e.g., legal counsel. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or with BCCA policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's judgment on the quality of a Proposal, or 2) BCCA's assessment of its own needs or requirements.

Upon receipt of a protest, a protest review will be held by the BCCA. The BCCA Executive Director or an employee delegated by the Executive Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer under the RFP, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the BCCA's action; or
- Find only technical or harmless errors in BCCA's acquisition process and determine the BCCA to be in substantial compliance, and therefore reject the protest; or
- Find merit in the protest and provide the BCCA options which may include:

I: Correct the errors and re-evaluate all Proposals, and/or

II: Reissue the solicitation document and begin a new process, or

III: Make other findings and determine other courses of action as appropriate.

If the BCCA determines that the protest is without merit, the BCCA will enter into a contract with the apparently successful Proposer. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP ATTACHMENTS

Attachment A - Affidavit Concerning Conflicts of Interest

Attachment B - Client References

6. RFP EXHIBITS

Exhibit A - Scope of Work

Attachment A
Affidavit Concerning Conflicts of Interest

STATE OF _____)

) ss.

COUNTY OF _____)

The undersigned, being first duly sworn, states on behalf of _____,
hereinafter called the Proposer, as follows:

A. CONFLICT OF INTEREST

By submitting its Proposal to perform or provide work, services, or materials, the Proposer has thereby covenanted and, by this affidavit, does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and will not acquire any such interest that conflicts in any manner or degree with the work, services, or materials required to be performed under a contract resulting from this RFP.

B. CONTINGENT FEES AND GRATUITIES

By submitting its Proposal to perform or provide work, services, or materials, the Proposer has thereby covenanted and, by this affidavit, does again covenant and assure:

1. That no person or selling agency, except bona fide employees or designated agents or representatives of the Proposer, has been employed or retained to solicit or secure this Proposal under an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer or any of its agents, employees, or representatives to any official, member, or employee of the BCCA or another governmental agency with a view toward securing a contract or favorable treatment with respect to the award, amendment, or any determination concerning performance of a contract resulting from this RFP.

SIGNED this _____ day of _____, 20_____.

Name of Proposer: _____

By: _____

Title: _____

SUBSCRIBED AND SWORN before me this _____ day of _____, 20_____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Appointment Expires: _____

Attachment B Client References

Client Reference #1

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the BCCA's Scope of Services?	☐ Yes – Explain similarities: ☐ No

Client Reference #2

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the BCCA's Scope of Services?	☐ Yes – Explain similarities: ☐ No

Client Reference #3

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the BCCA's Scope of Services?	☐ Yes – Explain similarities: ☐ No

Attachment B
Client References (Continued)

Client Reference #4

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the BCCA's Scope of Services?	☐ Yes – Explain similarities: ☐ No

Client Reference #5

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the BCCA's Scope of Services?	☐ Yes – Explain similarities: ☐ No

BCCA REQUEST FOR PROPOSALS
VERTICAL TRANSPORTATION PREVENTIVE MAINTENANCE & REPAIR
EXHIBIT A: SCOPE OF WORK

**MEYDENBAUER CENTER
BELLEVUE, WASHINGTON**

**LERCH BATES MAINTENANCE SPECIFICATION
REQUEST FOR QUOTATION**

SEPTEMBER 14, 2026

PREPARED FOR:

Sara Waltemire
Chief Operating Officer
SWaltemire@Meydenbauer.com
425.450.3743

Meydenbauer Center
11100 NE 6th Street
Bellevue, Washington 98004

PREPARED BY:

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LB Project № 0100056013

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TABLE OF CONTENTS

PART 1 - QUOTATION FORM	1
1.1 CONTRACTOR'S BASE QUOTATION	1
1.2 PRE-MAINTENANCE COSTS	2
1.3 OBSOLETE EQUIPMENT	3
1.4 ADDENDA	3
1.5 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES	3
1.6 SUBMISSION AND ACCEPTANCE OF QUOTATIONS	3
1.7 LABOR AND MATERIAL ADJUSTMENT	3
1.8 CONTRACTOR SIGNATURE	4
PART 2 - MAINTENANCE SPECIFICATION REQUIREMENTS	1
2.1 PARTIES	1
2.2 DUTIES OF CONTRACTOR	1
2.3 CONTRACT INTENT	1
2.4 OBSOLESCENCE	2
2.5 TERM OF CONTRACT	3
2.6 NOTICE TO CURE/CANCELLATION	3
2.7 CONTRACTOR SERVICES	4
2.8 CONTRACTOR COMPLIANCE WITH LAWS	5
2.9 CONTRACTOR'S EMPLOYEES	5
2.10 HOURS AND MANNER OF WORK	6
2.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES	8
2.12 SCHEDULING OF WORK	9
2.13 VERTICAL TRANSPORTATION CALLBACK FREQUENCY	9
2.14 REMOVAL OF UNITS FROM SERVICE	9
2.15 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK	10
2.16 EXCLUSIONS	10
2.17 REMOVAL OF PARTS	11
2.18 MACHINE ROOMS	11
2.19 WIRING DIAGRAMS	11
2.20 MAINTENANCE CONTROL PROGRAM	11
2.21 SPECIAL CONDITIONS	12
2.22 PURCHASER'S RESPONSIBILITIES	13
PART 3 - EXECUTION	13
APPENDIX A - EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS, AND PRICING	15
APPENDIX B - KEY PERFORMANCE INDICATORS AND PERFORMANCE CRITERIA	16
APPENDIX C - DEFINITIONS	18
APPENDIX D - EXTENT AND SCOPE OF SERVICES	19
APPENDIX E - CODE-MANDATED TESTS	24

PART 1 - QUOTATION FORM

DATE: <Date> _____

PROJECT: Meydenbauer Center
11100 NE 6th Street
Bellevue, Washington 98004

SUBMITTED BY: _____

Name of CONTRACTOR

CONTRACTOR'S Representative

Telephone Number

Street Address

City, State Zip

TO: Sara Waltemire
Chief Operating Officer
SWaltemire@Meydenbauer.com

CC: Kyle Apperson
Lerch Bates Inc.
Kyle.Apperson@LerchBates.com

1.1 CONTRACTOR'S BASE QUOTATION

- A. Having examined the Contract Documents prepared by Lerch Bates Inc. dated September 14, 2026, and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of the Contract Documents for the following amounts:
- B. Enter a cost figure for all pricing requested. Failure to comply will subject the quotation to disqualification.
1. Proactive preventive maintenance for all equipment, in full accord with this RFP and Lerch Bates Maintenance Specification for Year 1.

Car ID	Group ID	AHJ ID	Elevator Contractor Minimum Monthly Preventative Maintenance Hrs.	Total Annual Man-hours	Year One Monthly Billing	Year One Total Annual Billing
1	Duplex (1 & 2)	8706	1.5	18	\$.....	\$.....
2	Duplex (1 & 2)	8707	1.5	18	\$.....	\$.....
4	Simplex	8708	1.5	18	\$.....	\$.....
5	Simplex	10940	(1.5 hr per Qtr)	6	\$.....	\$.....
WCL	Simplex	9231	(0.5 hr per Qtr)	2	\$.....	\$.....
1 (UP)	ESC (1 & 2)	8709	2 Team Hrs	48	\$.....	\$.....
2 (DN)	ESC (1 & 2)	8712	2 Team Hrs	48	\$.....	\$.....
3 (UP)	ESC (3 & 4)	8711	2 Team Hrs	48	\$.....	\$.....
4 (DN)	ESC (3 & 4)	8710	2 Team Hrs	48	\$.....	\$.....
Subtotals				254	\$.....	\$.....
Total Maintenance Cost					\$.....	\$.....

C. Three-Year Bids:

Year 1	Year 2	Year 3
\$.....	\$.....	\$.....

1.2 PRE-MAINTENANCE COSTS

A. Base Bid Pricing is based on the execution of the following repairs.

Meydenbauer Center 11100 NE 6 th Street Bellevue, Washington 98004				
Description of Work	Labor	Materials	Total	Project Duration
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	

1.3 OBSOLETE EQUIPMENT

- A. Identify each existing component the contractor can confirm to be obsolete. Provide a replacement Cost below. Replacement cost value shall be calculated based upon Lerch Bates obsolescence language included in this document. Lerch Bates reserves the right to validate pricing at the time the replacement is required.

Meydenbauer Center 11100 NE 6 th Street Bellevue, Washington 98004				
Description of Work	Labor	Materials	Total	Project Duration
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	
.....	\$.....	\$.....	\$.....	

1.4 ADDENDA

- A. Undersigned acknowledges receipt of Addendum No. through

1.5 CONTRACTOR'S OTHER SUPPORTING ENCLOSURES

- A. Undersigned has enclosed a separate letter containing any Qualifications related to its Quotation (check Yes or No): ☐ Yes ☐ No.

1.6 SUBMISSION AND ACCEPTANCE OF QUOTATIONS

- A. Undersigned Contractor agrees to Purchaser's right to reject any and all quotations without explanation.
- B. Undersigned Contractor declares that preparation and submission of quotations herein contained do not obligate Purchaser or Consultant in any way.
- C. Undersigned Contractor agrees and understands that Purchaser assumes no obligation to enter into a Contract.

1.7 LABOR AND MATERIAL ADJUSTMENT

- A. Price escalations shall be limited to a maximum of 3.5% over the current price in any twelve-month period.
- B. Contractor shall provide written notification of pending price adjustment as described above within thirty days of each anniversary date. If Contractor fails to give such written notice, the Contract Price for the ensuing year shall be deemed to be the prior year's Contract price.

- C. Adjust 20% of monthly amount on the anniversary of the start date by the increase or decrease in the percentage of increase or decrease in the "Producer Commodity Price Index for Metals and Metal Products" published by the US Department of Labor, Bureau of Statistics (the "Index").

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

U.S. Producer Commodity Price Index for Index: \$..... Date:
Metals and Metal Products:

- D. Adjust 80% of monthly amount on the anniversary of the start date by the increase or decrease in the straight time hourly labor rate paid by Contractor for the month of review prior to previous year's adjustment. The phrase "straight time hourly labor rate" means the sum of the straight time and fringe benefits provided for in the labor bargaining Contract covering the Mechanics who perform the service. "Fringe benefits" means employee benefits granted in lieu of or in addition to hourly base rate increases, and include but are not limited to, accruals for pensions, vacations, paid holidays, group life, sickness, and hospitalization insurance. Fringe benefits shall not include any direct or indirect costs based on labor. These rates may be adjusted by written notice to Purchaser proportionally to the increase or decrease in the straight time hourly rates as set forth in Lerch Bates Maintenance Specification. Such adjustments shall not exceed 3.5% in any twelve-month period.

BILLING RATE	MECHANIC	HELPER	TEAM
Regular Time	\$.....	\$.....	\$.....
Overtime Regular at 1.5	\$.....	\$.....	\$.....
Overtime at 1.7	\$.....	\$.....	\$.....
Overtime Premium Portion Only at 1.7	\$.....	\$.....	\$.....
Overtime at 2.0	\$.....	\$.....	\$.....
Overtime Premium Portion Only at 2.0	\$.....	\$.....	\$.....

- E. Undersigned affirms that quotations provided are firm for at least twelve months and represent the entire cost including site conditions, code requirements, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes, or any other factors affecting the construction industry or this project. Maintenance pricing escalations may begin at the anniversary date of the executed Contract per the definition included in this document.

1.8 CONTRACTOR SIGNATURE

DATE:
SIGNED:
PRINT NAME:
TITLE:
NAME OF FIRM:
STATE LICENSE No:

LEGAL ADDRESS:

.....
.....
.....
.....
TELEPHONE:
.....

ORGANIZED AS (MARK ONE):

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION UNDER STATE LAW OF

.....

PART 2 - MAINTENANCE SPECIFICATION REQUIREMENTS

2.1 PARTIES

- A. The parties to this Contract (the "Contract") are Meydenbauer Center ("Purchaser") and ("Contractor"). The contract start date is the date this Contract is executed by Purchaser or their Designated Representative. The purpose of this Contract is to set forth the terms and conditions under which Contractor will provide certain services for Purchaser. This Contract covers two (2) traction elevators, two (2) hydraulic elevators, one (1) ADA lift and four (4) escalators detailed in Appendix A.

2.2 DUTIES OF CONTRACTOR

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

2.3 CONTRACT INTENT

- A. The intent of this Contract is to maintain the vertical transportation equipment to the highest industry standards using "industry best" practices by continuously preserving and maintaining the condition, appearance, and performance of the vertical transportation systems detailed in this Contract. The purpose of the maintenance program specified herein is to provide the following:
1. Safe, consistent, and reliable operation.
 2. Maximum operational performance.
 3. Maximum beneficial usage.
 4. Maximum life cycle.
- B. Contractor acknowledges Purchaser is relying on Contractor's professional expertise in performance of Services to achieve and comply with the Contract intent.
- C. Contractor accepts full responsibility for the equipment, as it exists on the effective date of this Contract. Any open violations, due to an AHJ inspection, will remain the responsibility of the Purchaser to address with the previous Contractor. Contractor will leave equipment in a condition acceptable to Purchaser, or a mutually agreeable third-party consultant, at the termination date.
- D. Contractor acknowledges Purchaser provided free access to and sufficient time for adequate examination of the equipment. Contractor further acknowledges the specified vertical transportation equipment has been evaluated by Contractor, and Contractor has determined the equipment is in serviceable operating condition. The Contractor accepts full and complete responsibility for all the maintenance service, repair, cleaning, and testing of the specified vertical transportation equipment listed, in "as is" condition, in accordance with this Contract.
1. For escalators: Contractor should visit the property and offer a maintenance price with the assumption that:
 - a. They will have the opportunity to do a full internal review
 - 1) At their own expense

- 2) Prior to executing the agreement
 - b. In order to minimize disruption to the property and cost to bidders, only the contractor expected to be awarded the site will be invited to do the internal review
 - c. If any repairs are required prior to taking the unit on service, a proposal will be required prior to maintenance contract execution.
 - d. Site/Owner retain the right to reject any/all requirements and reconsider intended award.
 - e. Any internal survey requirements will be performed at the bidder's expense.
- E. Invoicing Requirements. The following criteria must be clearly met for payment of any invoice:
1. Travel time clearly identified and a separate line item on technician's time sheet.
 2. Site arrival time and departure time clearly identified on technician's time sheet.
 3. Service call and work description clearly identified on technician's time sheet.
 4. Provide billable material cost and labor backup upon request.
 5. Travel expenses, vehicle fees and/or surcharges of any type shall not be allowed.
 6. Contractor's invoice must include clear and concise detail of service call and work complete.
 7. Contractor's invoice must include clear and concise detail of travel hours billed and hourly rate utilized.
 8. Contractor's invoice must include clear and concise detail of time on job and hourly rate utilized.
 9. Contractor agrees to bill Purchaser for upgrades or billable repairs within sixty (60) calendar days of completion of project. If Contractor fails to invoice within this time period, invoice will be credited in full.
 10. Contractor agrees to respond to any requests for invoice clarification or revisions within ninety (90) calendar days of the request. If Contractor fails to respond within this time period, the invoice will be credited in full.
 11. Contractor will, at the request of Purchaser or their representative, provide any and all requested invoices and/or proposals submitted. Time tickets related to invoiced work must also be provided.
 - a. This request will be limited to the previous twelve calendar months.
 - b. All documents must be provided within fourteen calendar days of request.

2.4 OBSOLESCENCE

- A. Definition of Obsolescence: A system, component, or part that is no longer repairable, re-buildable, supported, manufactured, available in-stock or supplied by the OEM, non-OEM elevator/escalator systems parts supplier or other third-party parts supplier or fabricator in the same form, fit and function.
- B. During the term of this Contract, any system, component, or part not meeting the Definition of Obsolescence shall be covered as prescribed in this document. Systems, Components or Parts which are repairable or re-buildable as noted above shall be covered under the following conditions:
1. Part is repairable, in the same form and fit, either through the manufacturer or through any mutually approved third-party provider, up to the cost that the original part would have been at its latest available date.
 2. Part can be purchased or manufactured, in the same form and fit, up to the cost that the original part would have been at its latest available date.
- C. Should a part become obsolete, meeting the definition within this section, the Contractor shall submit the following:
1. A separate quotation to the Purchaser stating:
 - a. The cost of the obsolete part and the cost of the replacement part. Purchaser shall only be responsible for the cost difference in parts.

- b. The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. Purchaser shall only be responsible for the cost difference in labor.
 2. Documentation to substantiate the part is obsolete and attempts to locate third party providers has occurred for any material cost associated with the part.
 3. Documentation as to equipment changes required to replace the obsolete part with that of the new part for any labor costs associated with the part replacement.
 - D. If contractor, third party consultant, or Purchaser receive a notice of “component or part obsolescence” from a third-party non-OEM vertical transportation system parts supplier, not owned by or in any way affiliated with the contractor, during this Contract then Purchaser will evaluate a claim of obsolescence. Claim may include only the necessary retrofit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part. No other claim for obsolescence of any kind will be considered by the Purchaser during this Contract.
 - E. All components installed during the term of this contract will automatically be included within the coverages of the contract with no additional fees or upcharges to the Owner.
- 2.5 TERM OF CONTRACT
- A. The term of this Contract is a three-year term beginning and terminating after three year with the option of extended the contract an additional two years if agreed to by both parties. Following the initial term of this Contract either party may terminate with sixty calendar days prior written notice.
 - B. All fees are payable for all vertical transportation equipment as set forth in Appendix A. Contractor shall send invoices detailing the fees in this Contract, and other charges to Purchaser monthly.
- 2.6 NOTICE TO CURE/CANCELLATION
- A. If Contractor violates any provision or fails to properly perform services required by this Contract on any unit, Purchaser shall issue Contractor a Notice to Cure advising Contractor of deficiencies in writing.
 1. Within ten working days, unless otherwise agreed upon, Contractor will provide a formalized correction plan for all deficiencies at Contractor’s expense and to Purchaser’s sole satisfaction.
 2. If Contractor fails to comply or remedy all deficiencies within thirty calendar days following the initial request, unless otherwise agreed in writing, Purchaser shall have right to retain a qualified Elevator Consultant acceptable to both parties to conduct a non-binding mediation of any disputes as identified in this document as: PURCHASER’S RIGHT TO INSPECT AND REQUIRE WORK.
 3. In the event that deficiencies remain unresolved after the thirty-calendar day cure period, unless otherwise agreed upon in writing, Purchaser may perform or cause to be performed all or any part of specified services. Contractor agrees that it shall reimburse Purchaser for any expenses incurred by use of credit memo or check, if required.
 4. Purchaser shall have the right to consider this non-compliance and a breach of the contract and shall have the option to cancel this Contract without penalty.
 - B. Failure to maintain performance requirements, maintenance procedures and meet KPI metrics may result in a Notice to Cure as outlined in this document.
 - C. Failure to report KPI data, or report within the time frame noted in this document, may result in a Notice to Cure as outlined in this document.

- D. If a second notice to cure is issued, the Purchaser shall have the right to cancel, with thirty calendar days' notice, at the Purchaser's convenience. The waiver by Purchaser of a breach of any provision of this Contract by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
- E. If any property covered by this Agreement is sold, new Owner may extend this Agreement at its discretion by assignment or other means.
- F. Purchaser may modernize all or a portion of vertical transportation units during the term of this Contract. Modernization is any "Alteration" as defined by Code. Any modernization may be competitively bid and if the successful bidder is not the current Contractor, then the Contractor agrees that this contract may be cancelled at the sole discretion of the Purchaser. The Purchaser is under no obligation to include the Contractor in the bidding process.
- G. If this Contract Is Cancelled:
 - 1. Contractor agrees to take actions necessary to cause an orderly transition of Services to another contractor without detriment to the rights of Purchaser or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors.
 - 2. Contractor shall immediately deliver to Purchaser all as-built wiring diagrams, portable electronic diagnostic devices supplied or owned by Purchaser, access codes owned by Purchaser, and other materials and documentation related to and required to facilitate services required by this Contract or the Authority Having Jurisdiction.

2.7 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision and all other work and materials expressly required under this Contract, Appendix D, or reasonably inferred, whether or not expressly stated herein.
- B. Contractor shall coordinate and follow the directives of Purchaser with respect to scheduling Services and any deliveries hereunder or at a time or times specified in other provisions of this Contract.
- C. Services shall be performed as follows:
 - 1. In conformance with all provisions of this Contract including any appendices or attachments.
 - 2. In conformance with all applicable original equipment manufacturer's specifications.
 - 3. In conformance with the written Maintenance Control Program (MCP).
 - 4. In conformance with Purchaser's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of this Contract.
 - 5. In conformance with Purchaser's requirements for cleanup using containers supplied by Contractor.
 - 6. To Purchaser's satisfaction in conformance with this Contract.
 - 7. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 8. Diligently, to highest industry standards, in a complete and workman-like manner, free of defects or deficiencies.
 - 9. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.
- D. Contractor shall, at a minimum, initiate, maintain, and supervise all safety precautions and programs in connection with Services, and comply with all applicable safety laws. Contractor shall take all reasonable precautions for safety of Purchaser, Purchaser's tenants, Purchaser's employees, Contractor's employees, and other persons on or about the Property.

- E. Contractor shall repair, to satisfaction of Purchaser, any damage to the Property and adjacent areas caused by performance of Services. This excludes building structural deficiencies which may occur during periodic safety testing.
- F. Contractor's Additional Services:
 - 1. Attendance and assistance to facilitate access of the machine room(s), pit(s) and hoistway(s) for general building maintenance items not included as the Contractor's responsibility including but not limited to sump pump(s), lighting / lamping, fire life safety detection devices, etc. Contractor may require certain waivers for third party contractors/employees.
 - 2. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoistways, or elevator car tops. Contractor may require certain waivers for third party contractors/employees. If re-lamping is required, Contractor shall respond within 48 hours during regular working hours.
 - 3. Attendance and assistance to facilitate Emergency Power testing during regular working hours, as detailed within this document and appendices. If services are requested during overtime, the rate billed shall be the applicable overtime premium portion only of the hourly rates as detailed within these documents and appendices. Purchaser will provide a minimum of two weeks' notice for overtime or regular time standby requests.
 - 4. Attendance and assistance to facilitate Fire Service initiating devices. If services are requested during overtime, the rate billed shall be the applicable overtime premium portion only of the hourly rates as detailed within these documents and appendices. Contractor will provide a minimum of two weeks' notice for overtime or regular time standby requests.
 - 5. Contractor shall conduct and log quarterly fire service testing in quarters that they are on site for regular service visits.

2.8 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all current laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the locations where Services are performed that are in effect at the time of execution of this Contract. In the event of differing testing requirements between this Contract and local codes or ordinances, the more stringent requirement shall prevail.
- B. The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Contract, unless compensated for such tests, installation, or services.
- C. Contractor must complete all applicable code / AHJ required testing and associated work tasks in a timely manner and within the inspection deadlines and anniversary dates.

2.9 CONTRACTOR'S EMPLOYEES

- A. This Contract is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent contractor. Contractor shall have sole responsibility for the means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by the designated Supervisor of Contractor on an annual basis to ensure that all Services hereunder are performed properly. Contractor shall designate its Supervisor and inform Purchaser of the person responsible for execution of Service, and Supervisor shall have the

authority to act as Contractor's agent. Supervisor shall notify Purchaser of site inspection and provide Purchaser with a written summary of findings within ten working days after completion of site review.

- C. Contractor agrees that its employees are properly qualified and will use reasonable care in the performance of Services. Contractor agrees that all work shall be performed by, and under the supervision of, skilled, experienced vertical transportation service and repair persons directly trained, employed, and supervised by Contractor. Technicians assigned to preventative maintenance, regular time callbacks, and repairs shall be experienced and properly trained on the specific equipment at Meydenbauer Center. Any and all employees performing work under this Contract shall be satisfactory to Purchaser. Purchaser shall be given at least thirty calendar days' notice prior to making changes to site-specific mechanic/employees.
- D. If Purchaser, in Purchaser's sole opinion, determines, for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated this Contract by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors, or subcontractors then at Property, or that such actions or conduct is otherwise detrimental to Purchaser, then upon Purchaser's notice, Contractor shall immediately provide qualified replacement persons.
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by Purchaser. Purchaser's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall always be and remain fully liable hereunder.
- F. Contractor employees are required to wear standard matched uniforms with a company logo. Each employee shall be required to have on their person a company ID card for identification as a current company employee.
- G. Contractor represents and warrants that it has done all appropriate background check and investigations of employees and is solely responsible for the actions of their employees in the execution of Services under this Contract.

2.10 HOURS AND MANNER OF WORK

- A. All work, except as otherwise noted in this Contract, including unlimited call-back service, shall be performed during the building's regular hours. These hours are 7:00 a.m. to 5:00 p.m. (regular time). Purchaser, at its option, may request callback or normal service within the scope of this Contract at no additional cost during those hours. Emergency callback service requested prior to 4:00 p.m. but answered after 5:00 p.m. shall be considered a regular one-hour callback; after which it shall be invoiced at the overtime premium portion only.
- B. Response Time for Callback Service:
 - 1. During regular time hours identified above, Contractor shall arrive at Property within 60 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.
 - 2. During the regular time hours identified above, Contractor shall arrive at Property in response to passenger entrapment calls within 30 minutes from time of notification by Purchaser.
 - 3. During hours outside those identified above, Contractor shall arrive at Property within 90 minutes from time of notification of equipment problem or failure by Purchaser. For callbacks placed during regular time hours, the portion of work that could have been accomplished from

the required arrival time of technician to the end of the defined workday shall not be billed at overtime rates.

4. During hours outside those identified above, Contractor shall arrive at Property in response to passenger entrapment calls within 60 minutes from time of notification by Purchaser.
- C. If additional work within the scope of this Contract is requested during overtime hours, Purchaser shall pay the overtime premium portion only at the stated hourly rates.
- D. If additional work beyond the scope of work enumerated in this Contract is requested during regular hours, the regular time hourly rates shown below shall apply at the stated hourly rates.
- E. If additional work beyond the scope of work enumerated in this Contract is requested during overtime, the rate billed shall be the regular time rate plus the applicable overtime premium at the stated hourly rates.
- F. Minor Shutdown: Minor shutdowns are equipment failures remedied by typical, readily available, in warehouse stock-able or adjustment related components. If a unit shuts down or is removed from service for repair, unless specifically excluded by the terms of this Contract, Contractor shall be responsible for ensuring that minor shutdowns and/or breakdowns are repaired so the affected unit is not out of service for more than twenty-four total hours after contractor has been notified of the problem.
1. Minor shutdowns and/or breakdowns including but not limited to issues such as door rollers, door belts, hoistway roller guides/slide guides, electrical or mechanical adjustments, fuses, relays, contacts, handrail guide rollers, comb plates, safety switches, etc.
 2. Purchaser will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement. Contractor responsible for providing formal documentation/notification of delays.
 3. If Contractor fails to complete such repairs Contractor shall complete such repairs on an overtime basis, as directed by Purchaser at no additional cost to Purchaser. The overtime portion shall not exceed two-man hours, exclusive of travel time.
- G. Regular Shutdown: Regular shutdowns are equipment failures remedied by typical, readily available systems, subcomponents which can be procured via standard stock, overnight delivery, etc. If a unit shuts down or is removed from service for repair, and unless specifically excluded by the terms of this Contract, Contractor shall be responsible for ensuring that typical/average shutdowns and/or breakdowns are repaired so the affected elevator/unit is not out of service more than forty-eight total hours after contractor has been notified of the problem.
1. Regular shutdowns and/or breakdowns including but not limited to issues such as wye-delta contacts, starter contacts, valves, pump motors, hydraulic packings, microprocessor boards, push buttons, escalator steps or step treads, etc.
 2. Purchaser will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement (Contractor responsible for providing formal documentation/notification of delays).
 3. If Contractor fails to complete such repairs within the noted timeline, Contractor shall complete such repairs on an overtime basis, as directed by Purchaser at no additional cost to Purchaser. The overtime portion shall not exceed four team hours, exclusive of travel time.
- H. Major Shutdown: Major shutdowns are equipment failures remedied by major components requiring fabrication, equipment specific modifications/specializations, extended trucking/delivery due to size, etc. If a unit shuts down or is removed from service for an unplanned repair, unless specifically excluded by the terms of this Contract, Contractor shall be responsible for preparing a repair schedule within 48 total hours of the unit outage. Contractor shall be responsible for ensuring that major shutdowns and/or

breakdowns are repaired so the affected unit is returned to service within the written approved schedule.

1. Major shutdowns and/or breakdowns including but not limited to issues such as hoist ropes, worm gear, drive repair/replacement, etc.
2. Purchaser will allow time extensions to compensate for part/procurement issues associated with sole-source part/procurement. (Contractor responsible for providing formal documentation/notification of delay/s).
3. If Contractor fails to complete such repairs per written approved schedule or if the repair exceeds fourteen calendar days, Contractor shall complete such repairs on an overtime basis, as directed by Purchaser at no additional cost to Purchaser. Overtime requirements shall be limited to eight team hours of overtime per day in addition to the regular time hours.

- I. Travel time billed in response to any overtime callback or callback excluded from contract coverage shall be a maximum of two hours per round trip for travel at the same rate as specified within this document. Other travel expenses, including but not limited to: Zone pay, per diem, cartage, sundries, surcharges are not allowed.
- J. Overtime travel time in response to any callback shall be billed as the overtime premium portion only. There shall be a maximum of two hours per round trip allowed for travel for any overtime callback. The cost for this overtime travel shall be calculated at the same rate as specified within this document.
- K. If any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit may be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.
- L. During peak passenger traffic times, Purchaser requires all units to be in operation. The elevator Contractor shall not remove units from service during these times without authorization. Contractor shall schedule with Purchaser in order to avoid scheduled events. Holidays are excluded.

2.11 MINIMUM MAINTENANCE HOURS AND PROCEDURES

- A. Contractor agrees to furnish maintenance personnel for specified minimum hours per week, month, quarterly, or annually for on-site, routine, regular preventive maintenance as listed in Appendix A (see detailed scheduled hours).
- B. Staffing: Contractor shall provide adequate and dedicated personnel suitable to Purchaser, for preventative maintenance based on the required maintenance hours identified in Appendix A. During vacation periods, an alternate mechanic, suitable to Purchaser, shall be assigned for maintenance.
- C. Preventative maintenance hours shall not include time expended for callbacks, unplanned repair work or billable work. Time spent assisting Purchaser in performing tests of Firefighter's Emergency Operation or Standby Power Operation, and time spent accompanying Purchaser or their Elevator Consultant in making tests, inspections, or reviews may be credited against these minimum hours, and no additional billing shall be accepted for such time expended.
- D. Contractor's Employees Shall:
 1. Contractor's employees to check in at the Security Office each time they enter the building and obtain appropriate contractor keys. Upon arrival and departure all Contractor employees are required to register in the log maintained at the Security Office.
 2. The site maintenance logbook shall indicate the name of person or persons, time of arrival, purpose of visit, i.e., callback, preventive maintenance, scheduled repair, Supervisor's inspection,

- etc., and a brief description of work accomplished, including car and/or group designation, elevator, and time of departure.
3. When departing the property, Contractor's personnel shall sign the maintenance logbook indicating as listed above under item D. 2.
 4. Purchaser may elect to have any entries or time tickets documented via a manual or electronic log device provided by Purchaser or supplied by Contractor.
- E. If the maintenance hours expended fall below those required on a three-month rolling average basis Purchaser shall have the right to require the shortfall in hours of work to be made up on a schedule of work acceptable to Purchaser. If the hours expended fall below those required for two three-month rolling average periods, the Purchaser shall have the right to credit for the amount of the shortfall in hours. The credit shall equal the number of hours short at the stated regular time hourly rate.
- F. Quarterly, Contractor shall meet with Purchaser or its Designated Representative. The scope of this meeting shall include:
1. A review of the previous quarter's callbacks.
 2. A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of vertical transportation units from service.
 3. A review of any reported complaints.
 4. Such other vertical transportation-related items as may be appropriate.
 5. A review of on-site spare equipment or parts for the vertical transportation.
 6. A review of maintenance hours.
 7. If requested by Purchaser, Contractor shall provide a monthly list of callbacks for review by Purchaser prior to the quarterly meetings.

2.12 SCHEDULING OF WORK

- A. Contract Pre-Maintenance Repairs: All work detailed and accepted by Purchaser at award of Contract as pre-maintenance repairs must be completed per the schedule agreed upon between Contractor and Purchaser.

2.13 VERTICAL TRANSPORTATION CALLBACK FREQUENCY

- A. Callback frequency for the vertical transportation units covered under this Contract shall be subject to the provisions of this Contract.
- B. Total callbacks for equipment failure on any vertical transportation shall not be more than as indicated in Appendix A.
- C. Callbacks due to vandalism or misuse of the equipment shall be excluded.
1. It is the Contractors responsibility to clearly delineate vandalism or misuse on any contractor provided call-back report system.

2.14 REMOVAL OF UNITS FROM SERVICE

- A. Removing any of the vertical transportation unit from service during peak hours shall be coordinated with and approved by Purchaser. Removal of vertical transportation units for routine maintenance during off-peak hours is expected, but notification to and coordination with Purchaser shall be provided.

2.15 PURCHASER'S RIGHT TO INSPECT AND REQUIRE WORK

- A. Purchaser reserves the right to make, or cause to be made, audits, maintenance evaluations, inspections, or tests whenever it deems advisable or necessary to ascertain that the requirements of this Contract are being fulfilled.
- B. The Contractor agrees to furnish, without cost, personnel to accompany Purchaser and/or its representatives during such inspections.
- C. Deficiencies noted should be submitted in writing to the Contractor.
 - 1. If said deficiencies are not corrected at the time of the initial scheduled follow-up review, then Contractor shall be responsible for the cost of subsequent follow-up reviews at a cost of \$350/hour, portal to portal. The follow up audit will be scheduled no sooner than sixty days following delivery of the initial audit report.
 - 2. If deficiencies remain unresolved at the time of the follow up review, Purchaser shall issue Notice to Cure.
- D. The Contractor will, promptly (within ten (10) working days unless otherwise agreed), correct deficiencies covered under the terms of this Contract at its expense. This includes deficiencies discovered as a part of this section.
- E. If Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, Purchaser, after thirty (30) calendar days' written notice to Contractor listing the deficiencies or failures to perform, may perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it shall reimburse Purchaser for any expense incurred thereto, or Purchaser, at its election, may deduct such expenses from any sum owed to Contractor. The waiver by Purchaser of a breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- F. In the event Contractor disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained by Contractor to conduct a non-binding mediation of any disputes, and Purchaser and Contractor shall split the Consultant's fees equally.
- G. Purchaser may retain a qualified vertical transportation consultant to perform any services and mediate disputes noted in this section or elsewhere in this Contract.

2.16 EXCLUSIONS

- A. Contractor shall NOT be responsible for the following:
 - 1. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, vandalism, or misuse of the equipment by anyone other than Contractor, its employees, subcontractors, servants or agent, or other causes beyond the Contractor's control except ordinary use and wear.
 - 2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
 - 3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels.
 - 4. Jack casing, hydraulic cylinders, and underground or concealed piping.
 - 5. Lamps for car, machine room, and pit illumination. Contractor shall replace machine room and pit lamps if such items are provided by Purchaser.

6. Smoke and heat sensors and related life safety equipment.
7. Standby power generators and associated contacts and relays and wiring to the elevator machine rooms, exclusive of wiring connections to elevator controller.
8. Building paging/communication systems, including consoles, panels, and wiring to junction box on elevator controllers. However, Contractor shall maintain paging system and emergency telephone equipment and speakers in the cars and wiring from each such speaker to the machine room junction boxes.
9. Failure or fluctuations of property electric power, air conditioning, or humidity control.
10. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
11. Access control equipment, card readers and related devices, software, hardware, programming:
 - a. Exclusive of elevator traveling cables.
 - b. Termination points within elevator systems in control room and car.
12. Upgrades to control/dispatching systems, not to include software updates.
13. Below ground hydraulic cylinders and piping.

2.17 REMOVAL OF PARTS

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

2.18 MACHINE ROOMS

- A. Contractor shall place and keep in the machine rooms Underwriter's Laboratory rated metal parts cabinets. No open storage of parts or supplies shall be permitted.
- B. Machine rooms and parts cabinets shall be always kept clean and neat. Floors shall be painted on a continual basis, and maintained clean and free of dirt, debris, carbon dust, rags, parts, or other items.

2.19 WIRING DIAGRAMS

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

2.20 MAINTENANCE CONTROL PROGRAM

- A. Contractor shall prepare and provide a Maintenance Control Program (MCP) in compliance with the more stringent requirement of ASME A17.1 or the AHJ (Authority Having Jurisdiction) Code in effect. Instructions for locating this written program shall be posted on the controller cabinets, at least one per elevator, as required by ASME A17.1. Documentation of the MCP must be kept in a visible location in

each machine room. When accepted by Purchaser, Contractor's preventive maintenance schedule, including the Maintenance Control Program, and this procedure shall become a part of this Contract.

- B. Contractor, on Purchaser's behalf, shall conspicuously post written Maintenance Control Program (MCP) and code have required, related documents in each machine room or instructions for locating the MCP in or on the car controllers. Contractor shall maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by Purchaser via manual log, web access and hard copy printout as always permitted by local code. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired, or inspected, and the approximate time required for work excluding travel time to and from property. Purchaser shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

2.21 SPECIAL CONDITIONS

- A. Performance Requirements: Equipment must be maintained to perform in compliance with the following standards, as detailed in Appendix B.
 - 1. Callback frequency.
 - 2. Callback response time.
 - 3. Mean time between callbacks.
 - 4. Availability.
 - 5. Maintenance actions, tasks, and/or maintenance hours.
- B. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices purchased by Purchaser, shall be maintained, and upgraded by Contractor during the term of this Contract and shall remain Purchaser's property at the expiration or cancellation of the contract.
- C. Local inspection fees regarding operation of equipment covered by this Contract shall be paid by Purchaser. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by this Contract shall be paid by Contractor.
- D. Purchaser may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from Purchaser. Contractor agrees:
 - 1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by Purchaser as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations and/or conclusions which Contractor may make on behalf of Purchaser to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Purchaser's written approval, except to the extent necessary in connection with performing Services or when required by law.
- E. Contractor shall not, during performance of this Contract, or thereafter, use or permit the use of Purchaser's name or the name of any affiliate of Purchaser, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other materials prepared by or on behalf of Contractor without the prior written approval of Purchaser, as applicable.

- F. Purchaser will not use Contractor provided software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
- G. Contractor's work shall not include any abatement or disturbance of asbestos containing material, presumed asbestos containing materials, or other hazardous materials, i.e., lead, PCBs (Printed Circuit Boards), etc., collectively "HazMat." Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed.
- H. Any HazMat removal or abatement shall be the Purchaser's sole responsibility and expense.
- I. Any component installed by the contractor during the term of this Contract shall become included in the general MCP and covered as any other standard component within this Contract.

2.22 PURCHASER'S RESPONSIBILITIES

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

PART 3 - EXECUTION

- A. IN WITNESS WHEREOF, the parties have executed this Contract the date noted below:

<MAINTENANCE CONTRACTOR>

BY: _____

TITLE: _____

Meydenbauer Center

BY: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX A -
EQUIPMENT ID, SCHEDULE, PERFORMANCE REQUIREMENTS, AND PRICING

Meydenbauer Center 11100 NE 6 th Street Bellevue, Washington 98004							Performance Requirements (Stopping Accuracy = $\pm\frac{1}{4}$ ")			
Unit ID	Group ID	AHJ ID	Make	Type	Capacity	No of Stops	Speed	Floor-to-Floor Time (± 0.2)	Door Open Time (± 0.2)	Door Close Time (± 0.2)
1	Duplex (1 & 2)	8706	EC/ Montgomery	Gearless Traction Passenger	4000 lbs	7	350 FPM	11.2 sec.	1.7 sec.	2.7 sec.
2	Duplex (1 & 2)	8707	EC/ Montgomery	Gearless Traction Passenger	4000 lbs	7	350 FPM	11.2 sec.	1.7 sec.	2.7 sec.
4	Simplex	8708	EC/ Montgomery	Hydraulic Freight	8000 lbs	3	100 FPM	N/A	N/A	N/A
5	Simplex	10940	Montgomery	Hydraulic Passenger	4000 lbs	5	125 FPM	16.5 sec.	3.5 sec.	4.6 sec.
WCL	Simplex	9231	Wheel-O-Vator	ADA Lift	550 lbs	2	9 fpm	N/A	N/A	N/A
1 (UP)	--	8709	Montgomery	Escalator	N/A	2	90 FPM	N/A	N/A	N/A
2 (DN)	--	8712	Montgomery	Escalator	N/A	2	90 FPM	N/A	N/A	N/A
3 (UP)	--	8711	Montgomery	Escalator	N/A	2	90 FPM	N/A	N/A	N/A
4 (DN)	--	8710	Montgomery	Escalator	N/A	2	90 FPM	N/A	N/A	N/A

APPENDIX B -
KEY PERFORMANCE INDICATORS AND PERFORMANCE CRITERIA

A. Equipment KPI (Key Performance Indicator) Evaluation:

TARGET	MEASURED BY UNIT, GROUP, OR BUILDING PERFORMANCE	PENALTIES	PERFORMANCE EVALUATION PERIOD
≤6	Callbacks per unit per year	<i>\$100 per event > 6 callbacks per year</i>	Annual
<3 late responses per unit	Response Time	<i>\$150 for each late response on a given unit > 2</i>	Quarterly
≤1	Entrapments: Not more than one entrapment per unit per twelve-month rolling period. When a unit has had one entrapment in a twelve-month period, it shall be considered as conditionally passing if the elevator has had no entrapments in the current month.	<i>\$300 for each occurrence > 1 per quarter</i>	Quarterly
>72 hrs	Out of Service - any unit is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that unit will be suspended until it is restored to beneficial usage, excluding scheduled equipment repairs. Suspended billing shall be calculated per unit, per day, and will not begin until the 72-hour period is exceeded.	Suspended billing per unit, per day beyond 72 hours.	Quarterly

B. Performance Criteria: Contractor agrees to maintain the following minimum performance requirements for the vertical transportation listed in Appendix A. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Contract:

1. Floor to Floor Time: Floor-to-floor times are measured in seconds from start of doors closing, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open for center-opening doors or 1/2 open for side-opening doors. (See following Tables 1-3.)
2. Door opening times are measured in seconds from start of car door open until doors are fully open. (See following Table 4.)

3. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown per above schedule or those permitted by code. (See following Table 4)
4. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed. Door closing force shall be no more than 30 lbf.
5. Door opening and closing shall be smooth and quiet, with smooth stops at the extremes of travel. Car and hoistway doors shall open flush with entrance jambs and each other.
6. Speed: Variance from rated speed, regardless of load, shall not exceed the following in either the up or down direction:
 - a. 3% for closed loop equipment.
 - b. 5% for open loop equipment.
 - c. $\pm 10\%$ hydraulic equipment in the up direction regardless of loading conditions.
 - d. $+10\%/-20\%$ hydraulic equipment in the down direction with no load.
7. Stopping Zone: Stopping zone is the measured variation in inches in vertical distance between the car sill and the landing sill when the car has stopped under any load condition Stopping accuracy shall be $\pm 1/4"$.
8. Stopping accuracy shall be measured under all load conditions and maintained per this Contract. Standards shown are maximum allowable from no load to full load.
9. Acceleration and deceleration shall be smooth, with no noticeable "steps" or bumps to increase or reduce speed, and no objectionable vibrations.
10. Elevator cars shall travel smoothly and quietly through the hoistways.

APPENDIX C - DEFINITIONS

- A. The words or phrases shown below, which appear in this Contract, are defined as follows:
1. AHJ: Authority Having Jurisdiction
 2. MCP: Maintenance Control Program as defined by AHJ-enforced version of ASME A17.1
 3. Pro-Active: Acting in anticipation of future problems, needs, or changes.
 4. Full: Complete, especially in detail, number, or duration; all that is wanted, needed, or possible
 5. Preventive: To anticipate or act ahead of; to keep from happening.
 6. Maintain/Maintenance: Keep in an existing state. Preserve from failure or decline.
 7. Unplanned Maintenance: Tasks and/or repairs that are required due to equipment failure due to either operational malfunction or testing failure. Causes that are specifically excluded in this Contract do not count as unplanned maintenance times.
 8. Planned Maintenance: Tasks and/or repairs that are scheduled, in advance, while the unit is operational. To be considered planned, the Purchaser must be notified of the intended repair and schedule, in writing, prior to the unit being out of service.
 9. Timely Replacement: Adequate inventory of commonly used spare parts and other components for elevators available within 4 hours.
 10. Tenant Sensitive Items: Anything concerning the vertical transportation that tenants can see, hear, or feel.
 11. Callback: Any request by Property personnel for elevator service assistance, and those requests which elevator industry jargon would describe as a "callback."
 12. Mean Time Between Failures: The average time between out of service and return to service. This is calculated as the total time out of service/number of out of service events. In the context of this Contract, refers to Mean Time Between Callbacks.
 13. Repair Time Total: Cumulative time for all repairs over the last twelve months or a set calendar twelve-month period.
 14. Availability: Considers equipment down time vs. maximum equipment up time or usage time. This is calculated as "maximum availability - down time/maximum availability - 100" and is expressed as a percentage. The higher the percentage, the better the performance is. This percentage is only calculated vs. the time in the building or facility when the equipment is required to support building activity. The evaluation considers actual equipment availability vs. potential 100% availability. The availability also considers the amount of time a building or facility requires the equipment to be available on a daily, weekly, monthly, annual basis.
 15. Entrapments: An out of service elevator with passengers in the cab requiring the Contractor or other emergency personnel to release the passengers.
 16. Rebuild: To repair, especially to dismantle, rewind, machine, and/or reassemble with new parts.
 17. Fabricate: To construct or manufacture from prepared, standard, or custom components.
 18. Calendar Days: Any day appearing on the calendar, whether a weekday, weekend day, national holiday, state holiday, or other day.
 19. Invoice: An invoice is defined as a request for payment that includes all information as required in Section 3.3 E.

APPENDIX D -
EXTENT AND SCOPE OF SERVICES

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

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

- k. 24/7 monitoring of the emergency communication devices per code requirements.
- l. Maintain, in fully operational condition, the complete Elevator Status or Monitoring Panels, including all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.
- m. Maintain, in fully operational condition, Elite type elevator position indicators.
- n. Any panel that includes integral elevator information within the display.
- 3. Additional Services:
 - a. Cleaning:
 - 1) Contractor shall clean elevator equipment, machine rooms, hoistways and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits, or machine rooms onto carpeted areas, and to preserve the life of the equipment.
 - 2) Contractor shall not be responsible for cleaning any equipment made necessary by events beyond its reasonable control or because of improper janitorial or building maintenance functions. Unusual conditions, such as on-going construction or "build-out" in the building may be reviewed with Purchaser to determine responsibility for cleaning.
 - b. Painting:
 - 1) Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted with a low VOC paint including the color additive "Deck Gray" or other suitable color if approved by Purchaser.
 - 2) All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstance, comply with current ASME, OSHA, and applicable local codes. Contractor shall schedule all painting procedures with Purchaser.
 - c. Lubrication:
 - 1) Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
 - 2) Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines. SDS data sheets shall be posted as required.
 - d. Adjustment: Adjust the equipment as necessary:
 - 1) To the specifications found in this Contract.
 - 2) When required to maintain performance standards specified in this Contract.
 - 3) When necessary, to preserve the useful life of a part or assembly.
 - 4) When necessary, to prevent or eliminate Tenant Sensitive items from becoming adversely noticeable to building's tenants.
 - 5) Additionally, Contractor shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all systems are operating properly. If required to complete such system checks, this work shall be completed during overtime at no additional cost to Purchaser.
 - e. Repairs and Replacements: Make repairs and/or replace all worn, damaged, or broken parts or components. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
 - 1) When worn beyond normal adjustment limits.
 - 2) When necessary, to ensure continued normal operation.

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

C. Escalators

1. Basic Escalator Scope:
 - a. Drive Machines, including worms, gears, and bearings, drive chains, sprockets, bushings, shafts, belts, governors, and all other related components and parts.
 - b. Brakes, including brake coils, arms, bearings, sheaves, linings, contacts, and all other related brake components and parts.
 - c. Motors, motor windings, rotating elements, bearings, shafts, and all other related components and parts.
 - d. Step chains, tracks, step chain sprockets, step chain tension devices, and all other related components and parts.
 - e. Controllers, including all relays, contacts, coils, resistors, operating and motor circuits, magnets and magnet coils, transformers, rectifiers, solid state devices, and all other related components and parts.

- f. Handrails, handrail drives (including drive chains and sheaves), handrail brush guards, handrail guides or guide rollers, alignment devices, and all other related components and parts.
 - g. Steps, step treads, step wheels and rollers, step axles and axle bushings, step risers, and all other related components and parts.
 - h. Comb plates, floor plates, and all other related components and parts.
 - i. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, handrail entry switches, comb-step impact devices, stopped handrail devices, missing or displaced step switches, and all other related components and parts.
 - j. Truss heaters, comb plate heaters, or other heaters provided by original installer.
 - k. Remote maintenance monitoring devices.
 - l. Main line disconnects located within truss, if provided by original equipment installer.
2. Additional Escalator Scope of Work:
- a. Contractor shall maintain handrail drives so that handrails operate at substantially the same speed as the steps.
 - b. Contractor shall maintain step treads, comb plates and step risers so that the step riser cleats mesh with the slots on the adjacent step treads, and the comb plate teeth mesh with and are set into the slots in the step treads.
 - c. Contractor shall maintain the balustrade section fastenings and attachments and the trim moldings so that adjoining surfaces conform to ASME A17.1-2010.
 - d. Escalator Clean-Down: Once every year, Contractor shall provide a complete clean-down of each escalator. All steps shall be removed, cleaned thoroughly, and examined for cracks or other defects. All exposed parts and components of each escalator shall be examined for excessive wear. Worn parts, including step rollers, shall be replaced, and each escalator shall be completely lubricated. After reassembly, safety devices shall be tested, and the escalator adjusted for proper operation. All escalator clean-down work shall be performed during hours agreed upon with Purchaser.
 - e. Contractor shall perform testing and maintain all step to skirt clearances within the limits required by the local Authority Having Jurisdiction under code A17.1 – 2010 or later.
 - f. Contractor shall maintain all operating and safety devices provided at the time of installation and listed in ASME A17.1-2010 or later, so that they operate and function as required by the code.

APPENDIX E -
CODE-MANDATED TESTS

- A. Contractor shall schedule, coordinate, and complete statutory Category 1, 3, and 5 tests and other equipment tests in accordance with the more stringent of the requirements of ASME A17.1 of the AHJ including but not limited to:
 - 1. Annual no load slow speed test of car safeties, governors, and buffers.
 - 2. Five-year, full load, full speed test of car safeties, governors, and buffers.
 - 3. Quarterly firefighters' service operational tests.
 - 4. Annual pressure relief tests on hydraulic elevators.
 - 5. Five-year overspeed valve tests on hydraulic elevators
 - 6. Annual standby power operation tests on elevators.
 - 7. Annual escalator testing and cleandown including step/skirt index test.
 - 8. Quarterly Operational Tests: battery pack car emergency lighting, car emergency communication device, and battery pack car lowering devices or car rescue devices.
- B. Contractor shall schedule, coordinate, and complete all statutory tests. Contractor shall schedule said tests in the presence of local enforcing authority and/or persons designated by Purchaser. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable Code or regulatory requirements.
- C. Contractor shall make "Periodic Inspections and Tests" in accordance with the more stringent of the requirements of ASME A17.1 or the AHJ.
- D. Contractor shall provide no fewer than fourteen calendar days prior notification to Purchaser of its intention to perform any testing including Category 1, category 3, Category 5 tests such that a representative of Purchaser may witness the tests. Written reports of all "Periodic" tests shall be submitted to Purchaser. The Contract Price shall include all such required tests during regular hours.
- E. The Elevator Contractor must assist with periodic inspection and testing of Standby Power Operation in accordance with the more stringent ASME A17.1 or the AHJ. Purchaser shall conduct tests during regular hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance with this Contract. If the vertical transportation systems fail to work correctly during the testing procedure the elevator contractor shall make necessary corrections and be present at the next test to assure proper operation at no charge to the customer. The base hours spent providing this assistance during this overtime testing may be credited against the minimum hours required by Appendix A of this Contract.
- F. Category 1 and Category 3 tests shall be performed during regular hours. Category 5 tests shall also be scheduled during regular working hours. Should Purchaser require tests during overtime hours, the additional costs for tests performed in overtime shall be paid by Purchaser in accordance labor rates established within this contract.
- G. Contractor shall affix metal tags for all Category 1, 3 and 5 tests in accordance with ASME A17.1-2004 or later, adopted by the AHJ.
- H. Contractor shall complete and submit all documentation required of elevator service provider by AHJ.
- I. Contractor is responsible for ensuring all equipment included under Contract is free and clear of all violations whether those violations are the result of AHJ-required testing or other inspections.

- J. Contractor's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall make the Contractor responsible for any fines assessed by the AHJ. In the event the AHJ places the vertical transportation out of service or levies a fine because of missed statutory tests, no additional costs shall be paid by Purchaser. To prevent missed required testing, the contractor shall schedule said tests in a timely manner with the building management.
- K. Before performing tests of the vertical transportation, Contractor shall take all reasonable steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, shall check basic operation of safety devices, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Contractor or published by the Contractor or manufacturer of the equipment.
- L. Contractor shall be responsible for damages to vertical transportation components as a result of any AHJ/code-required test if damage would have been prevented through proper maintenance of equipment or safety devices. See Section K above.
 - 1. This includes, but is not limited to, machines, buffers, sheaves, ropes, safety devices.
 - 2. Interior finishes are EXCLUDED from the contractor's responsibility.
- M. Submit Inspection reports to Purchaser within ten (working days of completion of tests, confirming findings including corrective actions required and taken. When a deficiency is noted by the AHJ, for all items that are not covered under the service Contract, contractor shall submit a written proposal to Purchaser within ten working days.

Maintenance Control Program (MCP)

Contractor to affix MCP here.