

**SILICON VALLEY CLEAN ENERGY
(SVCE)**

CONTRACT DOCUMENTS

FOR

SVCE HQ-ELEVATOR MODERNIZATION PROJECT

TABLE OF CONTENTS

	<u>Page</u>
NOTICE INVITING BIDS.....	NIB-1
INSTRUCTIONS TO BIDDERS	IB-1
CHECKLIST FOR BIDDERS.....	1
BID	B-1
CHECKLIST FOR EXECUTION OF CONTRACT	1
CONTRACT.....	C-1
PAYMENT BOND (LABOR AND MATERIALS).....	LMB-1
PERFORMANCE BOND.....	PB-1
INSURANCE CERTIFICATES AND ENDORSEMENTS	INS-1
GENERAL PROVISIONS.....	GP-1
SPECIAL PROVISIONS.....	SP-1

**NOTICE INVITING BIDS
FOR**

SVCE HQ-ELEVATOR MODERNIZATION PROJECT [the "Project"]

Identification number: _____

NOTICE IS HEREBY GIVEN that Silicon Valley Clean Energy (SVCE) invites sealed Bids for the Project. **SVCE will receive such Bids at SVCE's office, 333 W El Camino Real #330, Sunnyvale, CA 94087 up to 5p.m. on Friday September 5th, 2025 at 1p.m.**, at which time they will be publicly opened and read aloud.

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of SVCE.

MANDATORY PRE-BID MEETING AND SITE VISIT. A mandatory **pre-bid meeting and site visit will be held on Friday August 22nd, 2025 at 10.00a.m.** at 298 S. Sunnyvale Ave, Sunnyvale, CA. Every Bidder is required to attend the pre-bid meeting and Project site visit. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid. Following the site visit, all additional questions must be submitted no later than **Friday August 29th, 2025 at 10.00a.m**

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770, *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to SVCE and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by SVCE Attorney. Failure to enter into the Contract with SVCE, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of

written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class C-11 Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with SVCE or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that SVCE make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by SVCE Attorney.

BIDDING PROCESS. SVCE reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: _____ Date _____
SVCE

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. Each Bid must be submitted in a sealed envelope bearing the Bidder's name and addressed to SVCE Clerk with the Project name and identification number (as described in the Notice Inviting Bids) typed or clearly printed on the lower left corner of the envelope.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and as specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at SVCE Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be rejected. Accepted Bids shall become the property of SVCE.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with SVCE before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to SVCE, or a satisfactory Bid Bond in favor of SVCE executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, SVCE may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to SVCE to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. SVCE does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, SVCE may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. SVCE may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

EMAIL ADDRESS. Bidders shall supply SVCE with an email address to facilitate transmission of Addenda and other information related to these Contract Documents. Failure to provide an

email address may result in late notification. SVCE does not guarantee that it will provide any information by facsimile, email, or both. A Bidder shall be responsible for all Addenda regardless of whether Bidder received any such fax or email, and a Bidder shall have no recourse due to not receiving such facsimile, email or both.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against SVCE based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release SVCE with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered.

Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. SVCE reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given SVCE written notice of the withdrawal of its Bid.

DETERMINATION OF LOWEST BID. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: The lowest qualifying bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by SVCE in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS; SELF-PERFORMANCE. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). Contractor shall self-perform not less than 50% of the Work, in accordance with Section 3-2 of the Standard Specifications.

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to SVCE, within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, SVCE may declare the Bidder's security forfeited to the extent permitted by law, and SVCE may award the Contract to the next lowest responsible Bidder or may reject all bids.

NO COMPENSATION FOR COSTS INCURRED PRIOR TO CONTRACT EXECUTION. All costs incurred by the selected Bidder prior to Contract award and execution of the Contract by SVCE shall be at the Bidder's sole risk. City shall have no liability for costs incurred prior to its execution of the Contract.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to SVCE, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given SVCE evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that SVCE will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to SVCE a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed and Signed Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Subcontractor Designation Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form _____
Signed Noncollusion Declaration Form

_____ Evidence satisfactory to SVCE indicating the capacity of the person(s) signing the Bid to bind the Bidder. Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

SVCE HQ-ELEVATOR MODERNIZATION PROJECT

TO THE BOARD OF SILICON VALLEY CLEAN ENERGY (SVCE):

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with Silicon Valley Clean Energy (SVCE) to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to SVCE to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed

by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

I hereby declare under penalty of perjury under the laws of the State of California that all information submitted in connection with this Bid is true and correct.

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

SILICON VALLEY CLEAN ENERGY
BID SHEETS FOR
SVCE HQ-ELEVATOR MODERNIZATION PROJECT

Bidder's Name: _____

To the Board of SVCE:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of SVCE, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Elevator Modernization per the enclosed specification documents			\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
TOTAL BASE AMOUNT					\$ _____

ADDITIVE OR DEDUCTIVE ITEM (if applicable):

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	New Jack Casing			\$	\$
2.				\$	\$
3.				\$	\$
TOTAL ADDITIVE OR DEDUCTIVE ITEM:					\$ _____

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. SVCE reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: The lowest qualifying bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

TOTAL BID PRICE = BASE AMOUNT PLUS (+) ALL ADDITIVE ITEMS, MINUS (-) ALL DEDUCTIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): _____
- (11) Number of years' experience the company has as a contractor in construction work: _____
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

- (13) List all current and prior D.B.A.s, aliases, and fictitious business names for any principal having interest in this Bid:

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

Upon request of SVCE, the Bidder shall furnish evidence showing a notarized financial statement, financial data, relevant experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder declares under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Company

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

REFERENCES FORM

For three (3) projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Owner Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Owner?

Circle one: Yes No

Did the Owner file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Owner Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Owner?

Circle one: Yes No

Did the Owner file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Owner Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Owner?

Circle one: Yes No

Did the Owner file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2020	2019	2018	2017	2016	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____
 Title: _____
 Date: _____

Signature: _____
 Title: _____
 Date: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS Silicon Valley Clean Energy (SVCE), has issued an invitation for Bids for the Work described as follows: _____

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto SVCE in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by SVCE and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by SVCE in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed copies of the Contract
- _____ Evidence satisfactory to SVCE indicating the capacity of the person(s) signing the Contract to bind the Contractor
- _____ Payment Bond in amount of the Contract
- _____ Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming SVCE, et al as additional insureds
- _____ Automobile insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming SVCE, et al as additional insureds
- _____ Copy of City business license
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability

CONTRACT

SILICON VALLEY CLEAN ENERGY'S CONTRACT FOR SVCE HQ-ELEVATOR MODERNIZATION PROJECT

THIS CONTRACT ("Contract") is made and entered this _____, 20__ ("Effective Date"), by and between Silicon Valley Clean Energy (SVCE), a California municipal corporation and _____, a _____ [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). Contractor's California State Contractor's license number is _____; Class _____. Contractor's DIR registration number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. **Scope of Services.** Contractor shall perform the Work in a good and workmanlike manner for the project identified as **SVCE HQ-ELEVATOR MODERNIZATION PROJECT** ("Project"), as described in this Contract and in the Contract Documents.
3. **Compensation.** In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.
4. **Incorporation by Reference.** All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. **Antitrust Claims.** In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. **Prevailing Wages.** City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. **Workers' Compensation.** Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

SILICON VALLEY CLEAN ENERGY

By: _____
[TITLE]

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS Silicon Valley Clean Energy (SVCE), has awarded to _____

(Name and address of Contractor) (“Principal”)

a contract (the “Contract”) for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with SVCE to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto SVCE and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS Silicon Valley Clean Energy (SVCE), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

(Project name)

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto SVCE in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless SVCE, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. SVCE is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, Silicon Valley Clean Energy (SVCE) has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Metropolis
City Hall

_____, California _____

The insureds under such policy or policies are:

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of “Standard Specifications for Public Works Construction” (“Standard Specifications”), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

0-4 TECHNICAL SPECIFICATIONS - ELEVATOR MODERNIZATION

Technical specifications have been included as Exhibit A-298 S Sunnyvale Elevator Modernization Specification 7-8-2025 to provide technical requirements for the work.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – Silicon Valley Clean Energy (SVCE).

Board – The Board of Silicon Valley Clean Energy (SVCE).

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Inspector – An authorized representative of SVCE, assigned by SVCE to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by SVCE to test materials and Work involved in the Contract.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to SVCE under the terms of the Contract.

1-3.3 Institutions

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by SVCE Attorney.

SECTION 2. SCOPE OF THE WORK

2-1 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the appropriate AHJ, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA

permit and furnish SVCE with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for SVCE's permit fees.

2-2 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from SVCE.

2-3 SCOPE

Refer to Exhibit A for scope of work to be performed by Contractor.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of SVCE shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify SVCE and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If SVCE opts to consent to assignment, SVCE's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by SVCE shall not be effective. Even if SVCE consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

3.7 CONTRACT DOCUMENTS

3-7.1 General

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to SVCE. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

With regard to Section 3-7.2 in the Standard Specifications, the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. Special Provisions.
9. General Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

3-10 SURVEYING

3-10.1 General

The Contractor shall verify all dimensions on the drawings and shall report to SVCE any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-sheets" are to be provided to SVCE after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

3-12.1 General.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of SVCE, the cleaning will be done or contracted by SVCE and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by SVCE will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the appropriate AHJ. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

3-12.4.2 Storage in Public Streets

The first sentence of Section 3-12.4.2 shall not be incorporated and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the appropriate AHJ's.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion.

The Contractor shall submit a schedule with its bid. Contractor shall complete its work within the timeframe agreed to in the contract.

3-13.2 Acceptance

The Project will not be considered complete and ready for Board direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by SVCE:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. Evidence that the Performance Bond has been extended and will remain in effect for the period specified in Section 1-7.2 of the Standard Specifications, as modified by these General Provisions;
4. All "as-builts" ;
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct SVCE personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to SVCE in writing.

3-13.3 Warranty

The following is added to Section 3-13.3:

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of SVCE's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold SVCE harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release SVCE, SVCE

Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-4 TESTING

Except as elsewhere specified, SVCE shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by SVCE. All requests for substitution shall be submitted, together with all documentation necessary for SVCE to determine equivalence, no later than fourteen (14) Days after the award of Contract.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 Public Work

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 *et seq.* (“Chapter 1”), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to SVCE, forfeit two

hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform SVCE of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to SVCE, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The Contractor and each Subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each Subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

5-3.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to SVCE, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide SVCE with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to SVCE a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify SVCE.

5-3.7 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to SVCE) SVCE, its

officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming SVCE, its appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of SVCE officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or SVCE. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. SVCE will not be liable for any accident, loss or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-4.2 General Liability Insurance

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

5-4.2.1 Additional Insureds

SVCE, its appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or SVCE.

5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage required by this Section 5-4 during the term of the Contract. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, SVCE may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of SVCE, from payments due the Contractor. This shall be in addition to all other legal options available to SVCE to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to SVCE certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must be executed on forms approved by SVCE. The endorsements must specifically name Silicon Valley Clean Energy (SVCE) and its appointed officials, officers, employees, attorneys, agents, volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with SVCE at all times during the term of this Contract. SVCE reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.4 Subcontractors

The Contractor shall require each of its Subcontractors that perform services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.5 Insurance Requirements not Limiting

If the Contractor maintains broader coverage and/or higher limits than the minimums required in this Section 5-4, SVCE requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SVCE. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract. 5-4.6 Deductibles

Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of SVCE the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to SVCE indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify SVCE and its **officials**, officers, attorneys, agents, employees, volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, stop payment notices, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. SVCE shall not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in Section 6-5.

5-8.1.1 Taxes and Workers' Compensation.

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold SVCE harmless from any and all taxes, assessments, penalties, and interest asserted against SVCE by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold SVCE harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. SVCE may offset against the amount of any fees due to the Contractor under the Contract any amount due to SVCE from the Contractor as a result of the Contractor's failure to promptly pay to SVCE any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements.

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Contractor's Subcontractor bears legal liability) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties.

5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to SVCE, its officers, agents, employees and volunteers.

5-8.3 Insurance Requirements not Limiting.

SVCE does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by SVCE, or the deposit with SVCE, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against SVCE.

5-8.4 Civil Code Exception.

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or SVCE's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.5 Nonwaiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by SVCE, or the deposit with SVCE, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.6 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.7 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

One (1) week before the scheduled pre-construction meeting, the Contractor must submit to SVCE for review and approval the construction schedule required by the first paragraph of Section 6-1.1. The Contractor shall make revisions as required by SVCE. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work. The Contractor shall update this Construction Schedule when directed by SVCE, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

6-1.1.1 Pre-Construction Conference

Before the commencement of Work at the site, a pre-construction conference will be held at the project site or an agreed upon location and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to SVCE for approval a minimum of two (2) Working Days before the pre-construction conference. Unless previously submitted to SVCE, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

6-1.2 Commencement of the Work

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General.

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time will be granted for any event, including pandemics, leading to the issuance of a "stay at home" or similar kind of order by any local, State, or federal governmental authority, if the Work has been deemed, either by emergency order or proclamation, or operation of law, to be an essential service that is exempt from such stay at home or similar order.

6-4.2 Extensions of Time

In the event it is deemed appropriate by SVCE to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by SVCE. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, SVCE shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by SVCE, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of SVCE or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by SVCE. If a compensable delay is caused solely by SVCE, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by SVCE; and (2) provides equitable adjustment, as determined by SVCE, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

Notwithstanding any provision of Section 6-8, SVCE may terminate this Agreement for any or no reason by providing not less than fifteen (15) Days' prior notice.

In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of SVCE, for any other reason or for no reason) shall the total amount of

money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT

7.3.1 General

The unit and lump sum prices to be paid shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by SVCE. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by SVCE will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

For purposes of Section 7-3.2, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to SVCE before the tenth (10th) Day of the following month for verification and payment consideration.

7-3.2.2 Payments

SVCE shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. SVCE shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention

SVCE shall withhold not less than five percent (5%) from each progress payment.

7-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of SVCE, SVCE shall notify SVCE Clerk that the Contract has been completed in its entirety. , the Contractor shall then submit to SVCE a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, SVCE shall check the quantities included therein and shall authorize a payment amount, which in SVCE's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). SVCE shall then request that SVCE accept the Work and that SVCE Clerk be authorized to file, on behalf of SVCE in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment

will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

7-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by SVCE from progress payments when such payments become due or, in the alternative, the Contractor may request that SVCE make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to SVCE in writing to permit the substitution of retentions with securities equivalent to the amount estimated by SVCE ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with SVCE or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of SVCE, deposit with SVCE or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with SVCE or escrow agent is equivalent or greater in value than the amount of retention SVCE would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. SVCE shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, SVCE has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that SVCE is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. SVCE shall, within its sole discretion, determine whether the amount of the securities on deposit with SVCE or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by SVCE if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or SVCE otherwise retaining and holding retention proceeds from progress payments, the Contractor may request SVCE to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when SVCE would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section.

The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by SVCE, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and SVCE. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).7-3.2.5
Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 AUDIT

SVCE or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to SVCE as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 7920.000, *et seq.*) request. The Contractor will promptly furnish documents requested by SVCE at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of SVCE or as part of any audit of SVCE, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a

request by the State Auditor or SVCE. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 General

No field offices for SVCE personnel shall be required; however, SVCE personnel and its representatives shall have the right to enter upon the Project at all times.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:**SECTION 9. ADDITIONAL TERMS**

9-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by SVCE Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of SVCE, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

9-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with SVCE over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. For purposes of this Section, “claim” means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for (i) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by SVCE, (ii) payment by SVCE of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or (iii) payment of an amount that is disputed by SVCE. The Contractor or any Subcontractor must file a claim in accordance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable)

In addition to compliance with Public Contract Code Section 9204 and Article 1.5, filing a claim in accordance with the Government Claims Act (Government Code Section 810 et seq.) is a prerequisite to filing any lawsuit against SVCE relating to this Contract.

9-10 THIRD PARTY CLAIMS

SVCE shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. SVCE shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. SVCE shall be entitled to recover its reasonable costs incurred in providing this notice.

9-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-12 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19. The Contractor and all subcontractors for the Work shall comply with all applicable Federal, State, County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the “Safety and Health Guidance COVID-19 Infection Prevention in Construction” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020 and as may be amended from time to time by the Department.

9-13 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents;

(b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-14 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by SVCE on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-15 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over SVCE.

9-16 TIME

Time is of the essence in these Contract Documents.

9-17 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to SVCE, wholly independent contractors. Neither SVCE nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to SVCE in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of SVCE, bind SVCE in any manner, or otherwise act on behalf of SVCE as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of SVCE. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold SVCE harmless from any and all taxes, assessments, penalties, and interest asserted against SVCE by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-18 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-19 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by SVCE of any payment to the Contractor constitute or be construed as a waiver by SVCE of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by SVCE shall in no way impair or prejudice any right or remedy available to SVCE with regard to such breach or default.

9-20 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by SVCE. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-21 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during SVCE's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-22 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

SPECIAL PROVISIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 3 (Construction Methods) and Part 4 (Existing Improvements) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

402-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by SVCE. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by SVCE that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or SVCE.

402-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by SVCE. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

The Contractor shall notify SVCE and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.

EXHIBIT A

298 S SUNNYVALE ELEVATOR MODERNIZATION
SPECIFICATION



Elevator Modernization Specification

LOCATION OF PROPERTY:

298 S. Sunnyvale Ave.
Sunnyvale, CA

EQUIPMENT DESCRIPTION:

One Hydraulic Elevator

SPECIFICATION TYPE:

Elevator Modernization

SPECIFICATION DATE:

July 8, 2025

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

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

Elevator	Elevator ID #	Usage	Speed	Capacity	Elevator Type
1	64932	Passenger	125 fpm	2,500 lbs	Inground Hydraulic

B. Form of Agreement

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

Elevator Consulting Associates, Inc. – 103 Soukup Ct., Folsom, CA 95630
O: 916-983-1035 – C: 916-337-3572 – F: 916-983-1028
sean.colgan@elevatorconsultingassociates.com

C. Scope

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

D. Price

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

E. Relationship of Parties

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

F. Compliance With Law

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

G. Employees

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

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

H. Safety

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

I. Insurance

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

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

J. Indemnity

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

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

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

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

K. Liens

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

L. Patents/Copyrights

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

M. Release of Information

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

N. Records

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

O. Notices

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

1. For the Owner:
Owner name
Address 1
Address 2
Attn:
2. For the Contractor:
Owner name
Address 1
Address 2
Attn:

P. Assignment/Successors

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

Q. Amendment/Change Order

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

Mechanic

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

Helper

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

Repair Team

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

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

R. Section Headings

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

S. Singular/Plural

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

T. Waiver

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

U. Partial Invalidity

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

V. Time of the Essence

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

W. Payment Schedule

The following payment schedule shall apply to this project:

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

Part II: Owner Responsibility

A. Note to Contractor

1. The work and tasks listed in Part II of this specification are acknowledged to be the responsibility of Owner and/or Owner's Subcontractors.
2. Contractor should not list any work found herein within Contractor's bid documents unless Contractor determines that the specific item listed here is incomplete or does not fully cover the extent of the work Contractor expects Owner to perform. Such "double-listing" of work by Owner makes it easy for Owner to overlook a single additional item in a list of items which are otherwise already detailed in this specification. If Contractor does submit a complete new list of work to be performed by other trades which is substantially the same as the list defined herein, Contractor agrees to complete, at Contractor's cost, any items included on Contractor's list which do not appear in this specification.
3. Contractor must list in their bid any/all items not listed in this specification which Contractor deems Owner is responsible for during the modernization.
4. If Contractor does not list an item in their bid which later becomes necessary, Contractor shall be responsible for the cost of that work, even if the work is traditionally done by Owner or other trades. However, it is acknowledged that work which is latent or concealed and could not have been reasonably noted by Contractor during the walkthrough is the responsibility of Owner, assuming the work is typically performed by Owner or other trades.
5. Examples of work not listed here which must be verified during the walkthrough and listed in the bid include, but are not limited to, the following:
 - a. Do job conditions and the contractor's plan include relocation of any equipment (particularly machine room equipment) such that Owner will need to alter the location of any electrical runs, fire and life safety equipment, etc?
 - b. Do the floor, walls and ceiling of the elevator cab in their existing location hinder Contractor's ability to work on or install new car stations or other cab appurtenances?
 - c. Are any permanent or temporary structural modifications required for Contractor to bring in or take out elevator equipment?
 - d. Are there any hazardous conditions or materials observed that would require action by Owner to correct, remove or abate prior to project commencement?
 - e. Are there any potential issues with the building's electrical infrastructure that would require additional electrical work by Owner?
 - f. Does Contractor believe that any portion of the specification shall cause the elevator system weight to exceed the crosshead weight by more than 5%, or does

Contractor have any reason to believe that the system weight may already exceed the crosshead weight by 5% or more? If either is the case, do the existing counterweight frames have room to accommodate extra weight?

- g. If Contractor intends to provide remote monitoring type equipment for the elevators, Contractor must list requirements for phone lines to be supplied by Owner.
- h. These are only a few examples of potential extra items which Contractor must list in their bid. The intent is for Contractor to identify in advance for Owner any items which may be required of Owner during the modernization. Again, items which could not have been reasonably ascertained during the job walk (or in the case of an incumbent Contractor, during their tenure as maintenance contractor), will be absorbed by Owner upon reasonable agreement between Owner, ECA and Contractor. Items which should have been identified during the job walk (or the incumbent Contractor's tenure) will be the responsibility of Contractor to correct, or cause to be corrected, at no charge to Owner.

B. Time of the Essence

1. Owner acknowledges that their input and approval will be required at times during the project. Delay in such items may result in delays in the project schedule. Any delays in the project schedule as a result of delays by Owner or Owner's subcontractors will be allowed with no penalty to Contractor.
2. Owner acknowledges that the project schedule will not begin until fully executed modernization Agreement is received by Contractor. Contractor shall produce a final contract schedule based on the date Contractor received executed Agreement.
3. Owner further acknowledges that, unless otherwise agreed during bid negotiations, Contractor will not begin engineering or order any equipment for the project before receiving fully executed modernization Agreement.
4. Owner shall be responsible for choosing various fixture styles and finishes, and potentially making other decisions relating to cab interiors, locations of buttons or fixtures, locations of EMS stations, project schedule, etc. This includes approval of shop drawings by Owner or ECA. Delays in Owner making such decisions or providing such approvals which delay the schedule of the work will result in permitted delay to Contractor's work and thus the overall project completion.
5. Owner is responsible for all work identified as Owner's responsibility in the Agreement, including items listed in Part II, Section C of this specification, in Contractor's bid, or in any other document included in the Agreement. Delays in completion of such work will result in extensions to Contractor's schedule and thus the contract completion date without penalty to Contractor.
6. **Note to Contractor:** It is Contractor's sole responsibility to make Owner aware of any deadlines associated with work to be performed by Owner or any decisions or approvals to

be made by Owner. If Contractor does not alert Owner to any date by which any work, decisions or approvals must be made or completed, resulting delays in the project will be deemed the responsibility of the Contractor. Extensions to the project completion date will therefore not be allowed, and any liquidated damages or other penalties will apply if the original project completion date is not achieved.

C. Work Required by Owner

1. **Note to Contractor:** Contractor shall assist Owner in any way necessary to properly identify the details and scope of work required in conjunction with this modernization. Contractor will attend at least one job walk with Owner and Consultant specifically for the purpose of identifying Owner's work. If necessary, Contractor will arrange for local elevator code authority to visit the subject property to provide direction on any "gray areas" which may arise regarding work to be performed by Owner or Contractor.
2. Owner will be responsible for ensuring that all of the following items are in place before the beginning of on-site work by Contractor, unless otherwise indicated in the project schedule. All work is to be done according to applicable elevator, building and fire code, as modified by local jurisdictional authority. The items below are organized according to trade, so that the lists may be divided and shared with various subcontractors.
3. Electrical – Contractor shall supply electrical requirements for new equipment to be installed for the purposes of performing the following work:
 - a. Main Line Disconnect(s): Owner shall provide all power to the elevator systems, according to the requirements submitted by Contractor. This shall include a mainline disconnect switch for each elevator which shall be fused and lockable in the open position, including fuses as applicable. A ground wire shall be provided and distributed within the machine room to each elevator controller. Owner shall review the power requirements for the new elevator system to verify the existing building electrical system shall be sufficient to operate the new elevator system. Existing branch and feeder wiring in the machine room shall be reviewed by Owner and upgraded as needed per code and equipment requirements. If indicated in Contractor's bid, Owner shall adjust the position of any drop locations as needed to accommodate a new machine room equipment layout.
 - b. Car Lighting: Provide 120V single phase fused and lockable disconnect switch per elevator with feeder wiring to each controller to control elevator car lights and fans.
 - c. Machine Room Lighting: Illumination of elevator machine rooms shall not be less than 19 foot-candles at the floor level. The light fixture(s) shall be externally guarded to prevent contact and accidental breakage. The lighting control switch shall be located within easy reach of the access point to the elevator machine room. Where the elevator machine room is directly accessed by a door, the light switch

shall be located on the strike side of the door. In this case, the machine room lighting does appear sufficient.

- d. Machine Room GFCI Outlets: Provide 120V 15 or 20 ampere duplex GFCI protected outlets in machine room.
- e. Pit Lighting: Illumination of elevator pits shall not be less than 10 foot-candles. The light fixture(s) shall be externally guarded to prevent contact and accidental breakage. Where sprinklers are located in the elevator hoistway, the pit lighting fixture shall be weatherproof (NEMA 4) if located less than 48 inches above the pit floor and the wiring shall be identified for use in wet locations.
- f. Pit Light Switch: An illuminating pit light switch shall be so located as to be easily accessed from the elevator opening at the bottom landing. Where sprinklers are located in the elevator hoistway, the pit light switch fixture shall be weatherproof (NEMA 4) if located less than 48 inches above the pit floor and the wiring shall be identified for use in wet locations.
- g. GFCI Outlet - Pit: Provide a 120V 15 or 20 ampere duplex GFCI protected outlet in each hoistway pit. Where sprinklers are located in the elevator hoistway, the pit GFCI outlet fixture shall be weatherproof (NEMA 4) if located less than 48 inches above the pit floor and the wiring shall be identified for use in wet locations.
- h. Battery Lowering Signal: Provide an auxiliary contact on the mainline disconnect switch to signal the controller in the event of loss of power to the mainline switch. This can sometimes be added to an existing disconnect switch but often requires installation of a new switch.
- i. Owner shall provide an electrician for the inspection of the elevators by jurisdictional authority, as neither the elevator contractor nor the inspector is allowed to open the disconnect during the inspection. Owner should budget for one visit per elevator as they are completed and inspected.

4. Fire and Life Safety

- a. Smoke Detectors: The Safety Code for Elevators and Escalators requires automatic elevator recall operation upon activation of a smoke detector in an elevator machine room, elevator hoistway and/or any elevator lobby. The elevator lobby main recall floor smoke detector must provide an independent signal to the elevator control system to recall affected elevators to an alternate recall floor. Smoke detectors located in elevator machine rooms and hoistways require a special signal to the elevator control system that initiate flashing of the in-car fire hat indicator in addition to elevator recall operation. In the event that the elevator machine room is

located on the same floor as the main recall floor, a signal from the fire system is required to initiate flashing of the in-car fire hat indicator as well as alternate floor recall operation. Smoke detectors in elevator hoistways are required when sprinklers are located in the hoistway higher than 24 inches above the elevator pit floor. Where elevators have a hoistway smoke detector at or below the bottom floor, a signal from the fire system is required to initiate flashing of the in-car fire hat indicator as well as alternate floor recall operation. When elevators do not share a common hoistway, where applicable, a smoke detector is required in each hoistway. When elevators do not share a common machine room, a smoke detector is required in each elevator machine room.

- b. Elevator Machine Room and Hoistway Sprinklers: In some jurisdictions, sprinklers in elevator machine rooms and/or elevator hoistways located higher than 24 inches above the pit floor must be accompanied by heat detectors to automatically disconnect main line power prior to the application of water. This is commonly referred to as “shunt trip operation”. The Electrical Code requires that no provision shall be made to open or close the disconnecting means from any other location than the elevator equipment room and that following shunt trip operation power shall only be restored by manual means. The local fire authority must be consulted to determine if sprinklers in machine room and hoistway will need to be removed, or if shunt trip operation must be added. Where shunt trip operation is added in elevator hoistways, it must be accompanied by smoke detectors, and both the smoke and heat detector that actuates shunt trip operation must be accessible from outside the hoistway.
- c. Pit Sprinklers: Wherever possible, pit sprinklers should be located within 24” of the pit floor.
- d. At this property, the current layout of fire and life safety systems is as follows:
 - i. Elevator Machine Room: None
 - ii. Hoistway: Sprinklers only
 - iii. Pits: Sprinklers Only – less than 24” from the pit floor
 - iv. Lobbies: Smoke detectors only
- e. Considering the current equipment installed and the guidelines listed above, the existing arrangement of smoke detectors in the lobbies is sufficient, assuming they are made to comply with the signaling requirements described in Part II, Item C.4.a. A smoke detector will need to be added in the elevator machine room. The sprinklers in the hoistway may be removed with approval from local fire jurisdictional authority. If removal is not approved, smoke detectors and heat/shunt trip must be added in the hoistway, and the detectors must be serviceable from outside the hoistway, typically with a swing-out panel. The pit sprinkler is acceptable in its current location. Note that all equipment must be

verified to be in proper working order according to all applicable elevator and fire code, as modified by local jurisdictional authority.

- f. Fire Control Panel: In the event the elevator modernization project requires the addition of alternate floor elevator fire recall operation or the installation of additional smoke detectors and/or heat detectors, modifications to an existing fire control panel or a new fire control panel may be required. Owner's fire and life safety vendor should be consulted to verify whether the existing panel is sufficient or will require modification or replacement.
5. Contractor shall supply heat output information for new equipment to be installed for the purposes of performing the following work:
- a. Temperature: The elevator machine room shall maintain an ambient temperature between 50 and 90 degrees Fahrenheit with relative humidity not to exceed 85% based on scheduled heat generation. Air conditioning equipment shall be accompanied by a thermostat located in the machine room that controls the temperature in that room. In this case, it seems the room maintains a temperature within the specified limits so no work is expected.
6. Communication:
- a. In-Car Communication: Owner shall supply one dedicated (non-PBX) phone line per elevator to be terminated in the elevator machine room. Contractor shall install wiring from unit to the phone jack in the machine room.
 - b. Elevator Remote Monitoring: If Contractor is to install elevator remote monitoring in the new controls, Owner shall supply phone lines as specified by Contractor to allow elevators to dial out in the case of shutdowns or to provide other information to Contractor.
 - c. If the text/video alternate is selected, Owner shall provide an internet connection in each elevator machine room for use with the newly installed text/video device, as well as at the monitoring location where required by code.
7. General:
- a. Owner shall allow access to elevator, elevator machine room, and hoistway as needed during the project according to the project schedule and agreed-upon building operational requirements.
 - b. Storage: Owner is to provide on-site storage for Contractor's use during the project. Stored items are typically staged elevator equipment and tools and other equipment required for the project. Approximate storage space required is the

equivalent of two standard-sized parking spaces. Owner shall take steps to ensure that no unauthorized personnel can access the storage area.

- c. Machine Room Door: The elevator machine room door must be self-closing and locking and shall be fire rated per applicable code. The elevator machine room door should be appropriately labeled (Example: ELEVATOR MACHINE ROOM – Authorized Personnel Only). In this case, the door does need to be labeled and made to be self-locking.
- d. Non-Elevator Piping, Wiring or other Equipment: The Safety Code for Elevators and Escalators does not permit pipes, ducts, wiring or other equipment not used in conjunction with the elevator equipment in the elevator machine room, hoistway or pit. In this case, there appears to be a building security system plugged in the machine room. This will need to be relocated before inspection.
- e. Fire Extinguisher: Provide a code-approved ABC Type fire extinguisher in machine room.
- f. Ventilation: Elevator hoistways are required to have the ventilation requirements as defined by the applicable Building Code at the time of the original installation. If the elevator modernization entails alteration of the hoistway that affects the means used to prevent the accumulation of smoke and hot gases, the hoistway ventilation must meet the requirements of the current Building Code. In this case, no change to the hoistway ventilation is required.
- g. Asbestos: Owner shall abate any asbestos located in any elevator machine space. Contractor shall identify other hazardous conditions in their bid that require additional work by Owner.
- h. Cutting and Patching: Elevator Contractor shall be responsible for all cutting, coring, rough patching for the project. Finish patching required will be by Owner. This provision shall supersede any provision to the contrary in the master Agreement for this project. Contractor shall identify at the beginning of the project all areas where finish patching will be required. Further, Contractor shall alert Owner when any choice of fixture would result in additional cutting and patching versus another choice available to Owner.
- i. Pit Drainage: No change to pit drainage is required.
- j. Fire Egress Signage: Owner is responsible to supply code-compliant fire egress signage at all landings, and fire service operating instructions next to any fire service keyswitch. Such signage can be incorporated into the hall button plates, or supplied

separately by Owner. In this case, contractor shall supply fire instructions and Appendix H fire signage requirements in hall buttons stations, but Owner shall be responsible for additional fire egress signage (path of travel map) required by jurisdictional authority.

Part III: Responsibilities of Contractor

A. During Bidding Process

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

B. During Bid Evaluation Period

1. Bidders who are being considered for project award shall respond to all requests for information within 48 hours of receiving a request from Owner or ECA.
2. Bidders shall attend interviews as required to allow Owner and ECA to fully understand Contractor's quotation and project plan.

3. In the event a Contractor is chosen to proceed into contract negotiations, Contractor shall negotiate in good faith and make any necessary personnel available in a timely manner to swiftly complete the negotiation process.

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

1. Contractor shall deliver to Owner and ECA a project schedule updated so that the project begins on the date the Agreement was actually received. Project schedules shall be shared via e-mail in PDF format (not in MS Project or another application which Owner is unlikely to have installed on their computer).
2. Contractor shall submit electrical and heat emission details to ECA and Owner to allow Owner to size electrical and/or HVAC work for the project.
3. Contractor shall begin their project engineering process. Such process shall include a thorough site inspection, according to the following guidelines:
 - a. Contractor shall thoroughly inspect the site conditions, verifying all measurements, conditions, surfaces, access paths, etc. to ensure that Contractor is fully versed on the details of the jobsite and thus of the project.
 - b. Contractor shall reassess all bid documents previously submitted, in particular whether any changes are required to work by Owner or Contractor's project plan.
 - c. Contractor must report to ECA and Owner within 7 calendar days of this project visit any of the following items:
 - i. Contractor shall detail additional work by Owner not listed in this specification or in Contractor's previous bid submittal.
 - ii. Contractor shall report on any items they find, whether or not listed in this specification, which may affect Owner's cost, project time, or any other major details of the project.
 - iii. Note that this also includes identification of any hazardous materials and/or conditions observed at the jobsite which would require attention by Owner prior to Contractor's mobilization.
 - iv. If Contractor notes any ambiguities, discrepancies, or any other items within this specification or the modernization Agreement, Contractor must alert ECA to these items so that a course of action may be chosen and Amendments/Change Orders produced accordingly.
 - v. If Contractor does not report to ECA within 7 days of this initial visit any of the above items or any other discrepancy of any kind between the specification and Agreement and the actual conditions of the property and thus Contractor's project plan, it shall be assumed that Contractor shall proceed according to the Agreement without the need for Amendment or

Change Order due to conditions found at the property. Further, it shall be assumed that Contractor did not identify any additional work to be performed by Owner or others. Any additional costs identified after this date due to project conditions which were present during this jobsite visit shall be borne by the Contractor.

- d. Contractor shall engineer and order equipment solely based on their survey and not on any information contained in the specification. By ordering equipment for the project, Contractor agrees that they have been given ample opportunity to survey the site and takes full responsibility for the suitability of the equipment ordered for the particular project. In no case shall ECA or Owner be responsible for any rework or purchase of any additional equipment due to the equipment being unsuited for the project, even if such equipment is specified herein.
4. Following the site visit described above, Contractor shall immediately commence engineering the project and producing approval drawings and/or submittals for the project. Approvals for the project shall be as follows:
- a. In all cases, Contractor shall submit layout drawings for all fixtures to be installed, to include car stations, hall stations, car or hall lanterns, fire control panel, Braille plates, key switches, etc.
 - b. Contractor is assumed to have submitted a list of proposed equipment manufacturers with their bid. ECA will inform Contractor of any manufacturer or product listed for which ECA requires a submittal. If ECA does not inform Contractor that submittals are required for any of those manufacturers/equipment, Contractor need only submit fixture drawings as listed above.
 - c. When ECA does inform Contractor that submittals are needed for products or manufacturers, Contractor shall submit cutsheets and other product information as required.
 - d. Unless otherwise noted by ECA, electronic submittals by PDF (not AutoCAD or any other design program) are allowable and preferred. ECA will print, stamp, scan and return submittals to Contractor by e-mail.
 - e. Should Contractor or Contractor's vendor require hardcopy stamped submittals, Contractor shall mail hardcopies to ECA, which will be stamped and returned. Contractor shall contact ECA in advance to determine which address such submittals should be sent to.
 - f. Contractor shall not order any equipment for which submittals are required without written approval from ECA and/or Owner. Should Contractor order any equipment without such approval, any costs necessary to modify that equipment or to order new equipment should the equipment ordered not meet Owner's preferences or the specification or Agreement shall be borne by Contractor.

- g. Approval of submittals by ECA and/or Owner does not excuse Contractor in any way from providing and installing equipment that is fully code-compliant, compliant with ADA and CBC Chapter 11B, and compliant with this specification. If any issues are found after manufacturing or installation which require re-work, having stamped or approved submittals by ECA and Owner shall not excuse contractor from paying for new equipment and providing labor to remove/reinstall or rework the installed equipment, and no additional charges shall apply for any reason in such a scenario.

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

1. Approximately four weeks after Contractor receives the executed Agreement, a project kickoff meeting shall be held at a location and time to be chosen by Owner. It is preferred that Contractor has finished engineering and has produced preliminary approval drawings prior to this meeting. The actual meeting date will be arranged to coincide with Contractor having those items completed.
2. The Contractor shall have the following deliverables prepared for the meeting:
 - a. Project Schedule: The schedule is expected to have additions versus previous schedules, as follows:
 - i. Contractor shall indicate on the schedule critical dates by which information or approvals are needed by Owner.
 - ii. Contractor shall indicate any dates by which Work by Owner must be completed.
 - iii. Contractor shall indicate on the schedule any dates where major disruptions may occur, as indicated below.
 - b. Detailed Project Plan: Contractor shall modify the project plan submitted with their bid to indicate details of their plan to complete the modernization as efficiently as possible and with as little disruption to Owner and Owner's tenants as possible. In particular, the plan must list any expected disruptions to the property which are anticipated during the project including, but not limited to, the following:
 - i. Crane pick/drop;
 - ii. Moving equipment into or out of the property along pathways visible to tenants;
 - iii. All wire rope replacements;
 - iv. Any work which would produce a level of noise which would be audible to any tenants;
 - v. Any work which requires burning or would create an odor detectable to tenants (this includes painting);

- vi. Any time when dispatching for a group of elevators will be taken out for more than 15 minutes at a time;
 - vii. Any time when any floor normally served by an elevator will be without elevator service for more than 15 minutes at a time;
 - viii. Any other item which Contractor can reasonably determine would cause distraction or inconvenience to the Owner or Owner's tenants;
 - ix. If Contractor's project plan includes any of the items listed above, or any other items which may cause distraction or inconvenience, Contractor shall include in their bid reasonable cost to perform such work outside of Owner's normal hours of operation.
 - x. Contractor is solely responsible for creating a project plan which minimizes disruption and inconvenience to Owner at no additional cost. Contractor shall not be entitled to extra compensation after bid submittal should it be deemed that any disruptive items need to be performed outside of normal hours.
- c. Contractor shall bring to the meeting samples of fixtures from Contractor's preferred fixture supplier to aid Owner in choosing fixtures for the project.
3. Contractor shall also be prepared to discuss the following items:
- a. Storage needed for the project;
 - b. Parking requirements;
 - c. Special operations which may be included in the specification;
 - d. Work by Owner – the meeting will include a detailed review of work by Owner to ensure all parties agree on the exact scope of work and timing for all work performed by Owner or any party other than the Elevator Contractor.

E. After Kickoff Meeting and Before Mobilization

- 1. Contractor shall inform ECA and Owner within 24 hours of learning of any delays to the project schedule of any kind, including, but not limited to, delays in the delivery of materials to the jobsite.
- 2. Contractor shall attend additional project meetings as needed to ensure smooth coordination of the project.
- 3. If required (as determined in kick-off meeting), Contractor shall set up a consultation with local elevator authority to provide comment and guidance on any questionable areas of the

project, including work to be performed both by Elevator Contractor and by Owner. This visit shall not be chargeable to Owner.

4. Contractor shall provide a reasonable amount of assistance on-site to allow access to Owner for performing work required in elevator spaces, such as electrical work in the machine room and pit, HVAC work, fire and life safety work, etc. Such assistance should be included in Contractor's bid and provided at no additional cost. It is recognized that any work which requires more than four hours at a time on-site by Contractor may result in charges for any time spent over four hours.
5. Contractor shall otherwise provide any/all advice and information, and answer any questions as needed to assist Owner in performing their work or regarding any other aspect of the project. This may include additional meetings on-site as needed to ensure all work is properly coordinated and performed in advance of Contractor's requirements.
6. If Contractor determines that Owner has not completed any portion of the work by the time stipulated by Contractor, Contractor shall immediately inform ECA and Owner of the missing work. As indicated in Part II, Item B.6, it is Contractor's responsibility to inform Owner of any work which has not been completed according to Contractor's requirements. Should Contractor fail to inform ECA and Owner when work has not been done by agreed-upon deadlines, any delays in the project shall be the responsibility of the Contractor and not the Owner.

F. During On-Site Work

1. Schedule
 - a. Contractor shall at all times keep the project schedule up to date and accurate.
 - b. Contractor shall inform ECA and Owner within 24 hours of learning of any delays to the project schedule of any kind.
 - c. The schedule may be extended by mutual agreement between Contractor, ECA and Owner for delays outside of Contractor's reasonable control.
 - d. Extensions to the schedule shall not be granted for delays which are within Contractor's reasonable control, which includes all of Contractor's subcontractors, vendors, or employees.
 - e. If Contractor falls behind schedule for reasons which are deemed to be within Contractor's control, Contractor shall dedicate overtime hours up to ten (10) per week to attempt to catch up to the project schedule.
 - f. Should Contractor fail to complete the project by the date indicated on the schedule agreed to at the outset of the project, Owner may deduct liquidated damages of \$250 per calendar day for every day after the completion date which the project is completed.

- g. The schedule of record shall be the original schedule submitted within the first week after Contractor receives fully executed Agreements. Any authorized schedule changes shall be agreed to in writing by all parties, at which time the new schedule shall be the project schedule upon which any liquidated damages shall be based.
- h. The project completion date shall be defined as the date when the last elevator has been inspected and passed by local code authority and has returned to beneficial use by the Owner.
- i. It is recognized that final cleanup and punchlist items may remain after the project completion date. Contractor agrees to complete all such items within 30 days of the project completion date. Project retainage shall be held and paid when every item on ECA's punchlist is completed to the satisfaction of ECA and Owner. Further, should Contractor take more than 30 days to complete every item on the ECA final punchlist, Owner may deduct liquidated damages of \$500/day for every calendar day beyond 30 days that it takes for the Contractor to complete all items. The charges shall continue to accrue until ECA or Owner visit the property and confirm all noted punchlist items are fully complete.

2. Contractor's personnel

- a. Contractor agrees to assign a single lead mechanic to the project. In the case where multiple crews are used, it shall be made clear which mechanic is to be the lead mechanic. The cell phone number for the lead mechanic will be made available to Owner for communication during the project for immediate on-site concerns.
- b. Any mechanic or other personnel working on the project shall be qualified to perform the work of the project, and shall be properly licensed to perform such work. Contractor is solely responsible to ensure the qualifications and suitability of Contractor's personnel to perform the work under the Agreement.
- c. Contractor shall assign a member of supervisory staff to the project. The cell phone number of this supervisor shall be made available to building management, and the supervisor shall be on call 24 hours per day, 7 days per week.
- d. Contractor's supervisor shall visit the property no less than once every other week, with the first visit occurring on the first day of mobilization. Contractor's supervisor shall also visit the property on the day any elevator is taken out of service.
- e. Contractor's supervisor shall respond within four business hours to any call from Owner or ECA regarding the project. When the supervisor is to be on vacation or otherwise unavailable such that he/she cannot respond within four business hours, an alternate contact shall be provided to Owner and ECA.
- f. Contractor shall assign an account manager or similar support personnel to manage the project with respect to all administrative issues. The cell phone number of this person will be made available to Owner, and the person will be on call 24 hours per day, 7 days per week.

- g. Contractor personnel shall wear uniforms at all times and carry photographic identification demonstrating that they do work for Contractor.
- h. Contractor personnel shall conduct themselves in a professional and polite manner at all times. At no time shall Contractor personnel make any comment to any building tenant regarding the elevator service, or give any details as to work being performed or required at the property. All questions regarding the elevators must be referred to building management.

3. Methods and Procedures

- a. Contractor shall complete all work delineated in the Agreement according to the specification and Agreement documents, and according to all applicable codes, laws and guidelines as regulated by any authority having jurisdiction, and according to all industry standard practices.
- b. Contractor shall perform all work necessary to provide a complete elevator modernization project, whether or not all required work is specifically detailed in this specification or the Agreement.
- c. Contractor shall at all times coordinate work with Owner and with other trades to ensure that work schedules are adhered to and all trades work cooperatively and in harmony with each other.
- d. Contractor and Contractor's employees shall at all times operate with safety as the highest priority.
- e. If any accident should occur during the project, whether involving Contractor's personnel or others, Contractor shall immediately report all details of the accident to Owner. Contractor shall keep Owner informed at all times regarding details and subsequent actions and activities regarding the accident.
- f. If at any time Contractor identifies any issue which endangers the safety of any person, including, but not limited to, elevator passengers, people passing by any elevator opening or in any elevator lobby, or Contractor's personnel or any other person present in an elevator machine space or accessing any elevator machine space (by adjacent corridors, stairs, or any other means), Contractor must notify Owner verbally before leaving the property, and in writing within 24 hours.
 - i. If the issue is one which is covered under Contractor's Maintenance or Modernization Agreement, Contractor shall correct the item before leaving the property.
 - ii. If the issue cannot be corrected immediately (for example, if parts must be ordered), Contractor shall make all necessary precautions to secure the elevator, including leaving the elevator out of service. If the issue is in an elevator-related space, Contractor shall work with Owner to secure the area

and make all necessary precaution to prevent injury to any person. Contractor shall then expedite the repair of the noted item, including paying, at Contractor's expense, any fees relating to expedited shipping and delivery.

- iii. If the issue is one that is not covered under Contractor's Modernization or Maintenance Agreement but can be corrected by Contractor, Contractor shall submit a proposal to Owner within 24 hours of discovering the condition. Contractor shall again work with Owner to secure the area, to leave the elevator out of service, or to otherwise prevent injury to any person while Owner processes the proposal. Once approval is given, Contractor will immediately proceed with correction of the noted item.
- g. Contractor agrees to comply with all rules and regulations specific to the subject property. Owner reserves the right to set or change rules at any time, which Contractor shall comply with as soon as Contractor receives notification.
- h. Regular working hours under the Agreement shall be 7:00 am through 5:00 pm unless otherwise agreed between Owner and Contractor.
- i. No work may be done outside of normal working hours without written approval from Owner. Such approval may be given in "blanket" terms at Owner's discretion.
- j. Contractor shall give Owner at least 24 hours' notice before any planned, non-emergency elevator outage affecting elevators which are not currently being modernized. Owner shall reserve the right to require Contractor to plan further in advance if the building cannot give up the elevator at the proposed time.
- k. When any single elevator is out of service for modernization or for a more temporary reason, such as a service elevator or other simplex elevator which is the only elevator responding to a particular set of hall buttons, the elevator shall be identified as out of service with Owner-approved signage posted at every floor in view of the hall buttons controlling that elevator. The signage shall be removed once the outage is complete.
- l. Contractor shall ensure that all entries to any machine space are kept closed and locked at all times, whether Contractor's personnel are on property or not.
- m. Owner shall provide space for Contractor to store equipment. Where the space provided is in a parking garage or other space that is not already lockable or secure, and which can be secured by chain link fence or other temporary secure means, Contractor shall arrange and pay for such fencing to be installed at the outset of the project and then removed at the end. As the storage area will not be known until the project starts, Contractor should include the cost for a reasonable amount of fencing in their bid price.
- n. Contractor shall carefully control access to areas where Contractor is allowed to store equipment. Where locks are provided, Contractor shall be solely responsible

for keeping the area properly locked. Any loss or damage to stored equipment due to failure of Contractor to properly secure the area shall be Contractor's responsibility. Contractor shall keep such areas organized and of clean appearance. Trash or rubbish shall at no time be stored in designated storage space or elsewhere on Owner's property. No flammable or hazardous materials may be stored therein without specific permission from Owner. If such permission is given, Contractor must comply with safety guidelines as found in the Agreement.

- o. Contractor shall not allow trash or rubbish to accumulate at any time. Contractor shall remove trash and rubbish from the property on a regular basis, but no less than weekly, and any time upon the request of Owner. Contractor is responsible for the safe and code-compliant disposal of any material, trash or rubbish generated during the project.
- p. Contractor shall at all times keep all machine spaces as clean and organized as possible, although it is acknowledged that the nature of the project does allow for some disorder due to the ongoing work. However, Contractor shall endeavor to keep the disorder to a minimum. At no time shall walkways or exit pathways be blocked by trash, rubbish, or new or removed material or equipment.
- q. Contractor is fully responsible for the safe and code-compliant removal of all equipment which is not to be retained. Contractor may keep any equipment which is not specifically designated as the property of Owner. Any equipment which is not to be kept by Contractor shall be disposed of at no additional cost to Owner. Contractor is responsible for the safe and code-compliant removal, storage and/or disposal of all equipment and materials which are not to remain on-site after the completion of the project. Any equipment designated to remain on site until completion of the project (perhaps as spare parts for elevators not yet modernized) shall be stored in designated areas in a safe and orderly manner.
- r. Contractor shall provide standard barricades around any elevator opening when work is being done at that opening, whether the elevator doors are open or not.
- s. Contractor shall take all necessary steps to protect Owner's property during the work. Flooring shall be protected in front of elevators and along any access pathways while work is occurring, or when equipment or materials are being moved in and out. Walls will likewise be protected against damage during the project. Contractor shall repair any/all damage caused by Contractor's personnel during the project or resulting from Contractor's work during the project. This includes any noticeable wear or soiling of carpet or other surfaces which may occur due to repeated traffic across such surfaces by Contractor's employees.
- t. Contractor shall supply safety mesh/screening in shared hoistways to protect adjacent elevators during the work. Such screening shall cover the entire length and width of the hoistway between the elevator being modernized and any other adjacent elevator(s). For buildings with fewer than four elevators, the screening shall be installed on a weekend to avoid disruption to the building when two elevators are out of service to hang the screening.

4. Materials and Equipment

- a. Unless otherwise specified, all materials shall be new and from the manufacturers specified in Contractor's bid and as approved by ECA and Owner.
- b. All material shall be installed according to industry standard, manufacturer's recommendations, and all applicable codes, laws and guidelines by any authority having jurisdiction.
- c. Materials shall be properly lubricated as they are installed and as needed thereafter to ensure protection against wear and to allow for smooth and quiet operation at all times.
- d. Equipment placement shall be according to all applicable codes and shall allow for adequate access for future maintenance.
- e. Where equipment is designated to be retained and/or refurbished, the equipment shall be thoroughly cleaned, repaired and tested so as to ensure like-new operation for a time period which will match the newly installed equipment. Should Contractor feel that they are not able to match the performance of newly installed equipment with the retained/refurbished equipment, Contractor should note this as an exception in their bid package. If Contractor has not made such an exception at the time of bidding, no allowance shall be made for refurbished/retained equipment in Contractor's ability to meet any performance criteria contained in the specification or Agreement.
- f. Where equipment is to be removed and not replaced, or where new equipment does not cover previous attachments to the building structure (such as machine room floor), Contractor shall patch and paint over the exposed holes and/or attachment points such that the areas of previous attachment are not evident and in no way present a trip hazard or any other safety concern.

5. Progress meetings

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

G. Upon Completion of Any Elevator

1. Contractor shall perform any safety tests or any other tests required by code or any Authority Having Jurisdiction (AHJ) upon completion of any elevator and properly tag the elevator equipment upon successful completion of the test.
2. Contractor shall schedule inspection by the AHJ upon completion of each elevator.
 - a. Contactor shall schedule the inspection as soon as possible upon completion of any elevator so that the inspection does not delay the project in the event of backlog at the AHJ.
 - b. Contractor shall pay any/all fees related to the inspection.
 - c. Inspections which require the shutdown of the entire bank of elevators (such as testing fire service for the entire bank) shall be performed on overtime. Contractor shall include overtime costs in their bid, including additional costs for the jurisdictional authority to perform the necessary portion of the inspection on overtime.
 - d. Should inspecting authority note any deficiencies requiring correction, Contractor shall make correction of such items the highest priority, and shall make every attempt to have the inspection authority return as quickly as possible for reinspection.
 - e. Contractor shall bear the cost of any number of reinspections which are required due to items which are Contractor's responsibility. When reinspections are required due to work by Owner, Owner shall reimburse Contractor for the reinspection fees via Change Order, but shall not be liable for any time spent by Contractor during the reinspection.
 - f. In no case shall Contractor take another elevator out of service prior to AHJ passing the completed elevator without written approval from Owner and/or ECA.
3. Contractor shall accompany ECA for the specification punchout for each elevator.
 - a. It is understood that some identified items will be delayed until the end of the project.
 - b. Contractor shall endeavor to correct noted items which can be corrected, specifically items noted as a priority on ECA's punchlist.
 - c. Contractor may return the elevator to service while working on the punchlist items, unless otherwise directed by ECA.
4. Contractor is solely responsible for keeping modernized elevators running reliably at all times. Owner shall not have to determine whether it is the modernization or maintenance team's responsibility to make the elevator work properly. Owner shall follow Contractor's maintenance procedures as needed to report shutdowns or callbacks, but shall be entitled

to call the Modernization team to resolve any issues of concern. Contractor warrants that it will take care of all items of concern during the modernization with the modernization management team and will not require Owner to interface with several entities within Contractor's organization.

H. Upon Completion of the Project

1. Contractor shall complete all items noted in Part III, Section G for the final elevator(s) being modernized. This includes arranging for emergency power inspection as applicable. In all cases, Contractor shall assume such inspection will occur on a weekend, and include such cost in their bid proposal.
2. Contractor shall accompany ECA for the final punchlist for all elevators.
 - a. Contractor shall be fully responsible for correcting all noted items, which shall be judged according to specification, code, and industry standard.
 - b. Contractor shall demonstrate any/all operations as required by ECA, as well as the proper functioning of each elevator and of the entire elevator system.
 - c. Contractor shall endeavor to complete all noted items within 30 days of receiving the list from ECA.
 - d. Owner shall hold final retention payment until ECA determines that all noted punchlist items have been corrected.
3. Contractor shall completely clean all machine spaces of any trash, debris, parts, or other materials related to the project. All material shall be removed and disposed of by owner in a code-compliant manner at Contractor's expense.
4. Contractor shall further clean dust and other construction debris from all equipment, machine spaces and surfaces of any kind to ensure a completely clean property in all areas.
5. Contractor shall ensure that all elevator systems and machine spaces are in a completely organized manner that will demonstrate to the maintenance group how the equipment and spaces should continue to be maintained on an ongoing basis.
6. Contractor shall provide a parts cabinet or similar apparatus to store all prints, manuals, and spare parts. In no case shall prints be stored on top of any control, transformer or filter cabinet, or within any operating cabinet.
7. Any areas previously painted shall be touched up as needed to ensure a professional appearance.
8. Contractor shall provide complete instruction to Owner's personnel on the operation and testing of the elevator systems. This includes the safe and proper operation of any switches or operations such as fire service, independent service, swing operation, etc., or the operation of emergency phones/intercoms, EMS systems, or any other portion of the

elevator which is accessible and operable by Owner. Contractor shall also review with Owner any/all responsibilities of Owner related to the newly modernized elevators or related equipment.

9. Contractor shall provide three (3) sets of keys for all keyswitches in or related to the elevators.
10. Contractor shall supply two (2) complete sets of as-built prints for all aspects of the elevator system. These prints shall be updated for any changes made in the field during installation. The prints shall be newly printed, clean, and neatly bound. One set of prints shall be maintained in the elevator machine room, while the other set shall be given to Owner for storage as they desire.
11. Contractor shall provide one copy of all manuals for any/all equipment installed during the modernization.
12. Contractor shall assume hard copies of prints and manuals shall be provided. At Owner's sole discretion, electronic copies may replace Owner's hard copies.
13. Contractor shall demonstrate to Owner that spare parts for the recently modernized elevators are kept in stock as follows. Parts on-site shall be demonstrated visually. Parts off-site shall be provided in a listing to Owner and ECA which details all parts and their locations:
 - a. In the machine room: All electronic sub-components and other consumable parts such as relays, contacts, transformers, leads, switches, etc. Contractor shall maintain in the machine room a list of all spare parts to be kept on-site. Contractor shall demonstrate to Owner upon request that all parts are indeed in stock. These parts shall be kept in a metal parts cabinet provided by Contractor.
 - b. In the Contractor's local warehouse (within 20 miles of the subject property): All circuit boards of any kind installed in any elevator or escalator, door operator motors and other mid-level parts which may need to be replaced.
 - c. Available within 48 hours from Contractor's national stock or from OEM or other sources: All motors, armatures, field coils, and any other major item which can be replaced on-site.
 - d. Where parts cannot be guaranteed to be available to arrive on site within 48 hours due to limited availability in the industry, such as certain parts which may no longer be manufactured, Contractor shall purchase and maintain a spare in the machine room or in their local warehouse earmarked specifically for this property.
14. For any work performed under the Agreement, Contractor warrants the work to be free from defect for a period of one year from the turnover of the final elevator(s), including both material and labor. Should any repair or other work exhibit problems within one year, whether the work was performed under the Agreement or under separate proposal,

Contractor shall endeavor to make immediate correction of the failure or problem at no additional charge to Owner.

Part IV: Scope of Work

A. General

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

B. Operation/Adjustment

1. Contractor shall be solely responsible for ensuring that elevators are installed so that they operate at all times according to all applicable codes, laws and guidelines, including ADA, as modified by any authority having jurisdiction.
2. Contractor shall ensure that the elevators are installed so that they operate according to all aspects of this specification. Any special operations shall be demonstrated to Owner and ECA as soon as they are installed. In the event that the operation does not work according to the specification, Contractor shall make corrections at no charge to Owner.

3. Contractor shall adjust the elevators to operate in the smoothest and most efficient manner possible, and according to the direction and wishes of Owner and ECA up to the capability of the equipment.
4. Contractor shall adjust the elevators to operate according to the following characteristics:
 - a. Ride Quality: The ride quality of each elevator shall meet the following requirements, as measured by a standard ride-quality analyzer approved by Owner and/or Owner's consultant, using the A95 scale with ISO filter on:
 - i. Maximum horizontal peak-to-peak vibration: 5.0 mili-g in any direction;
 - ii. Maximum vertical peak-to-peak vibration: 5.0 mili-g;
 - iii. Ride quality shall be measured by Contractor before beginning elevator work to establish a baseline, and then upon completion of the project. Should adjustment be required to meet the stated values, Contractor shall measure the ride quality again until the ride meets the stated requirements.
 - b. Noise: The audible noise produced by the elevator as measured inside the elevator, or in any building space adjacent to the elevators or any elevator machine space, shall not exceed the following levels. Note that noise readings apply over ambient noise:
 - i. Car at rest with doors closed and fan running: 50 dba;
 - ii. Car running at high speed with fan running: 60 dba;
 - iii. Doors in operation: 60 dba.
 - c. Performance Times: All performance times shall be set according to Owner's direction, subject to requirements of ADA and elevator code. As a guideline, the following shall apply:
 - i. Door close pressure: No greater than 30 pounds per code;
 - ii. Door dwell time after a car or hall call: No less than 5.0 seconds per California Building Code;
 - iii. Door dwell time after reopening: approximately 1.5 seconds;
 - iv. Nudging time: No less than 20 seconds (operation to be approved by Owner);
 - v. Car Speed: Within 5% of rated speed;
 - vi. Door open time: Approximately 3.0 seconds;

- vii. Door close time: Approximately 4.5 seconds;
- viii. Floor to floor performance time: Approximately 20.0 seconds.

C. Cab Interiors

1. Cab Interiors (floors, walls and ceiling) shall be retained in their present condition and shall not be modified or refurbished during this modernization. Contractor shall check for squeaks or noises caused by the cab interiors and shall adjust/repair as necessary so that there is no audible noise coming from the cab interior finishes (walls, ceiling, etc.).

D. Car Station

1. Contractor shall provide and install new a applied car station, of material and finish chosen by Owner. Applied panels shall be sized slightly larger than existing panels to ensure any discoloration or damage on the returns is covered by the new panel.
2. Contractor shall include in the main car station the following:
 - a. Car Call Buttons of style chosen by Owner, however, Contractor shall not allow Owner to choose buttons which do not comply with the following;
 - i. Buttons shall be at least $\frac{3}{4}$ " in their smallest dimension;
 - ii. Buttons shall be arranged in ascending order – where two or more columns are used, buttons shall read from left to right;
 - iii. Buttons shall be raised at least $\frac{1}{8}$ ";
 - iv. Buttons shall be square-shouldered;
 - v. Buttons shall be activated by a mechanical motion that is detectable;
 - vi. Buttons shall be equipped with visual indicators which shall light when the button is pressed and which shall extinguish when the call is answered.
 - vii. Buttons shall be no higher than 48" above the finished floor
 - viii. Buttons shall be Innovation PB-47 type or similar stainless steel/halo type fixtures by other vendors (vendor to be approved by ECA).
 - b. The following emergency controls shall be provided at a height of 35" above the finished floor:
 - i. An Alarm Button of style to match the car call buttons. This button when pressed shall actuate the alarm bell on top of the car

- ii. A keyed emergency stop switch, which shall be marked "STOP" and shall have two clearly marked positions, "STOP" and "RUN". When in the "STOP" position, power shall be removed from the elevator driving-machine, motor and brake. The alarm bell on top of the car and in the lobby hoistway shall also be actuated when the switch is in the "STOP" position.
- c. Door open and close buttons of style to match the car call buttons, located such that they are evenly spaced above the emergency controls and below the car call buttons. When door open button is pressed on a floor that is locked out by card security or other means, the elevator shall proceed to the main egress landing and open its doors and shall not open its doors on the secured floor.
- d. A Door Hold button, to keep elevator doors open during use or loading;
- e. Two-way communication shall be provided in the car station, as follows:
 - i. Contractor shall provide a Smartrescue or approved equal phone system which shall allow all controls in a single group to utilize one phone line for emergency calls.
 - ii. Communication controls shall be located below the emergency controls, or otherwise as directed by Owner and ECA, but in no case lower than 15" above the finished floor or higher than 48" above the finished floor.
 - iii. Communication shall consist of a button of style to match the car call buttons, labeled "HELP".
 - iv. Adjacent to the button shall be a call acknowledgement light with instructions for operation. The acknowledgement light shall be lit when communication is established, and shall be extinguished when communication is terminated.
 - v. When the button is pressed a call shall be placed to a location outside the hoistway, which shall be assumed to be the elevator contractor's emergency service line.
 - vi. When the call is connected, an automatic verbal announcement shall play indicating the location of the elevator.
 - vii. Once the announcement is completed, two-way communication shall be established between the elevator and the answering party. Such communication may only be disconnected when authorized personnel outside the car terminate the call.
 - viii. The emergency communication system shall be connected to an alternate source of power which shall allow the system to operate for at least four hours in the event of loss of normal building power.

- ix. Contractor shall be responsible for all wiring of this unit up to the phone line provided by Owner in the machine room.
 - x. Speaker grills for emergency communication shall be located in the car station according to Owner's wishes.
- f. All controls listed above shall be accompanied by tactile symbols and Braille located immediately to the left of each control button or switch.
- i. Car buttons shall be accompanied by tactile symbols identifying the floor number.
 - ii. The main egress/entry floor shall also be designated by a raised, five pointed star to the left of the floor designation for that floor.
 - iii. Other controls shall be accompanied by tactile symbols as identified by code requirements.
 - iv. Immediately below the tactile symbol shall be Braille to match the symbol per code requirements.
 - v. Raised and Braille characters shall be of a non-glare finish.
 - vi. Raised and Braille characters shall be white on a black background.
 - vii. Shape and style of Raised and Braille plates shall be chosen by Owner.
- g. A lockable service panel shall be provided conforming to the following:
- i. Independent Service Keyswitch;
 - ii. Inspection Keyswitch;
 - iii. Car Lighting Switch;
 - iv. Emergency Light Test Switch;
 - v. Car Fan Switch;
 - vi. GFCI Outlet (duplex);
- h. A lockable fire service panel shall be provided conforming to the following:
- i. The panel shall be engraved on the outside with "Firefighters' Operation". Such engraving shall comply with code requirements;
 - ii. On the inside door of the panel shall be firefighters' instructions as required by code;

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

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

i. An additional Fire Hat Jewel;

j. Emergency lighting, which shall be incorporated into the cab lighting/ceiling (no lens unit shall be provided in the car station).

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

l. Engraving per applicable code to include the following:

i. Elevator Number;

ii. Capacity;

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

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

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

ii. The indicator shall be located near the top of the car station;

iii. The indicator shall be LED type with characters at least 2" high;

iv. The indicator shall include up and down arrow indicators and sufficient characters to indicate all floors served;

v. As the elevator passes floors, the numerals shall change to indicate that floor number and an audible signal no less than 20 decibels and with a frequency no higher than 1500 Hz shall sound.

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

E. Door Reopening Device

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

F. Cab Ventilation

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

G. Doorjamb Braille

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

7. The centerline of the characters shall be 60" above the finished floor.
8. The shape and style of the plates shall be chosen by Owner.
9. Contractor shall remove the existing plates, fill any holes, and paint over the area with paint to be supplied by Owner.

H. Car Riding Lanterns

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

I. Hall Buttons

1. Contractor shall provide a new hall button station at every floor in place of existing hall button stations.
2. Hall button plates shall be of material and finish as chosen by Owner.
3. Hall Buttons shall be of style chosen by Owner, however, Contractor shall not allow Owner to choose buttons which do not comply with the following;
 - a. Buttons shall be at least $\frac{3}{4}$ " in their smallest dimension;
 - b. Buttons shall be raised at least $\frac{1}{8}$ ";
 - c. Buttons shall be square-shouldered;
 - d. Buttons shall be activated by a mechanical motion that is detectable;

- e. Buttons shall be equipped with visual indicators which shall light when the button is pressed and which shall extinguish when the call is answered.
 - f. The “UP” button shall be located above the “DOWN” button.
 - g. Buttons shall be centered at 42” above the finished floor.
 - h. Buttons shall be Innovation PB70 type or similar fully-illuminating CBC compliant fixtures by other vendors (vendor to be approved by ECA).
- 4. Hall button plates shall standard-sized and shall be flush mounted. Wherever possible, plates shall be sized and located to minimize cutting and patching required by Owner.
 - 5. The hall button station in the main lobby shall additionally contain the following:
 - a. Fire Service Keyswitch;
 - b. Fire Service Indicator;
 - c. Fire Service Instructions;
 - 6. Contractor shall include in each hall station at every floor fire service evacuation signage. Such signage shall comply with current elevator and fire codes as modified by local jurisdictional authority.

J. Hoistway Access Switches

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

K. Elevator Controls

- 1. Contractor shall provide a new automatic pushbutton, microprocessor-based controller which is software oriented. The controller shall meet all applicable codes as modified by local authority.

2. All relays, capacitors, fuses, fuse holders, circuits, contacts, and any circuit board, software chip, software program, or any other device, assembly or software shall be properly labeled and designed to meet all applicable codes, as modified by local authority.
3. Control wiring shall comply with all applicable codes. Wiring shall be copper and shall be neatly organized, terminated and marked. No loose wires shall be allowed without proper termination. Temporary or permanent jumpers shall not be allowed at any time, and shall not be stored in the control cabinet or machine room.
4. The controller shall provide safe and automatic operation of the elevator, including logic, power, and motion control.
5. The control shall be designed to protect against damage due to overload, reverse-phase, low-voltage, or single-phase conditions.
6. Contractor shall provide a selector/leveling system compatible with the new control system. The system shall be capable of automatic self-leveling and shall correct for overtravel and undertravel. The system shall provide constant, accurate feedback of the position of the elevator in the hoistway. Such system shall be adjusted to ensure accurate leveling at all floors within 1/8" in all cases.
7. The control shall control the motion of the elevator smoothly at all times with stepless acceleration and deceleration, and with speeds regulated within 5% of the elevator's rated speed.
8. Dispatching shall be of standard selective collective (non-destination) type. Dispatching algorithm shall be the most modern available by the manufacturer for the product approved.
 - a. Elevators shall answer calls in the direction of travel, in the order in which the elevator arrives at the call, regardless of the order in which calls were placed. Elevators shall not stop for calls placed in the direction opposite of travel until all calls in the direction of travel have been answered.
 - b. The elevator will not accept car calls opposite of the direction of travel.
 - c. Elevators shall have a completely adjustable parking pattern, allowing elevators to be parked at any combination of designated floors, with different combinations utilized at different times of the day (morning, mid-day, afternoon, evening, etc).
9. If software or hardware upgrades become available during the project which substantially improve the quality of dispatching or the operation of the elevators, such upgrades shall be installed at no charge to Owner.
10. Contractor shall provide a computer, CRT interface, or LCD-type panel in the controller which shall be able to interface with the elevator controls and allow for the following:
 - a. Programming/adjustment;

- b. Troubleshooting;
 - c. Car Status;
 - d. Placing calls;
 - e. Any other function needed to operate the elevator systems efficiently.
11. Any passwords or passcodes of any kind used in any part of the elevator system shall be recorded and provided to Owner when they are originally set and any time they are changed for any reason.
 12. Elevator control shall be equipped with a battery lowering device, which shall operate the elevator in the event of power loss according to this specification and all applicable code requirements.
 13. Elevator control shall contain a solid-state type motor starter.
 14. Provide low oil sensing operation which shall, when activated, return the elevator to the lowest landing, open the doors, and shut down the elevator until the oil reservoir is properly filled.
 15. Control systems shall be equipped with the ability to lock out calls to particular floors at particular times of the day, as well as other security features included with control manufacturer's standard security offering.
 16. Rubber floor mats shall be provided in front of each controller. A properly grounded wrist strap shall also be provided and maintained in the controller at all times.
 17. Elevator system shall sense inactivity in the elevator cab and shall turn off the cab lights and fan when the following conditions are met for at least five minutes:
 - a. The car is at a floor;
 - b. The car doors are closed;
 - c. There is no demand for service;
 - d. The car is in automatic operation.

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

18. Approved control systems are as follows:
 - a. Motion Control Engineering (MCE);

- b. Elevator Controls;
- c. Alpha;
- d. Contractor is encouraged to provide voluntary alternates for Contractor's own OEM controls as applicable. However, Contractor must include with their bid an adjustment tool which shall become the property of Owner, and which shall remain with Owner even in the event that Contractor is no longer maintaining the equipment in the future. Further, Contractor warrants that any SIM cards or other type devices which are required to fully operate, adjust and test the control system shall not in any case be removed from the property, even if the Contractor is no longer maintaining the equipment.

L. Special Operations

1. The elevator shall be designed to perform the following special operations according to all applicable code requirements. Descriptions of operation listed below are intended only as a brief summary and are not intended to fully detail the full requirements as clearly specified in applicable codes.
2. Fire Service Operation: Elevator shall be fully equipped with fire service Phase I and Phase II operations which shall fully comply with all applicable codes.
 - a. Phase I operation shall be actuated by keyswitch or smoke detector, and shall lower all elevators in the applicable bank to the recall landing.
 - b. The elevators shall also be equipped with alternate floor recall, so that the elevator will recall to an alternate floor when smoke is detected at the main recall floor.
 - c. The elevators shall be equipped with flashing fire hat indicators in each cab to indicate smoke detected in hoistways or the machine room, and otherwise as indicated in applicable code.
 - d. Phase II operation shall allow for use of the elevator by authorized personnel through use of the fire service controls located behind locked panels in each elevator.
3. Inspection Operation: Elevator shall have inspection operation enabled through switches on the car top, in the machine room and/or in the elevator. Inspection operation shall allow for the operation of the car at inspection speed and shall be solely under the control of the operator of the inspection controls. Inspection operation shall occur according to applicable code guidelines. Access switches shall be controlled through the in-car inspection switch. Access switches shall only be enabled when the in-car inspection switch is placed in the "ACC ENABLE" position.
4. Independent Service: Elevator shall be placed on independent service through a keyswitch in the car station. When placed on independent service, all existing calls will be canceled. The elevator will then be operable through the car call buttons, and will travel directly to

any floor chosen therefrom. Doors shall remain open at any landing until the door close button is utilized to close the doors.

5. When the elevator is on either inspection or independent service and the elevator receives a signal to recall under fire service phase I, the fire hat indicator shall illuminate and a buzzer shall sound to alert the operator of the fire recall signal, according to applicable codes.
6. Anticreep Operation: Elevator shall be kept within 1" of landing level at all times, subject to exceptions and other requirements as defined in applicable code.
7. Battery Lowering: When normal power is lost, an auxiliary contact mounted on the mainline switch shall alert the controller to the loss of normal power. In this case, the elevator shall lower to the main egress landing, open its doors, and shut down.

M. Isolation

1. Contractor shall provide isolation pads at any point where equipment is attached to building structure or to other equipment so as to minimize audible noise which may be detectable in the elevator or in any portion of the subject property. Such isolation shall be provided at support points of equipment including, but not limited to controllers, motors, power units, etc.

N. Code Data Plate / Signage

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

O. Hydraulic Power Unit

1. Contractor shall provide a new submersible hydraulic power unit, which shall include a tank, submersible motor, positive displacement pump, 4-coil control valve, and muffler.
2. Also included shall be oil strainers, an oil gauge, and a drip pan.
3. Motor shall be sized for continuous operation at full speed and at rated capacity.
4. Integral control valve shall consist of up, down, up leveling and down leveling controls, designed for smooth and gradual opening and closing.
5. Muffler shall be installed in oil line to dampen noise and pulsation resulting from flow of hydraulic oil.

6. Unit shall be firmly affixed to the building structure in a safe and firm manner with isolation pads included as indicated previously in this specification.
7. Unit shall include a viscosity control assembly with heating element.
8. Contractor shall remove all oil from the existing unit. Contractor is responsible for all handling of oil and costs associated with its safe and code-compliant disposal.
9. Contractor shall provide a new supply of oil according to manufacturer's requirements. Sufficient oil shall be provided to reach the required limit as shown in the tank unit.

P. Control Valves

1. Contractor shall provide all new control valves in the machine room and pit as needed to comply with applicable code requirements.
2. Valves provided shall include relief valves, check valves, manual lowering valves, shut-off valves, and overspeed/pipe rupture valves.

Q. Wiring

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

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

R. Door Operator

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

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

S. Car Doors

1. Existing car doors shall be retained. Car door, front return and transom shall be refinished by SteelPro or another approved vendor.
2. Existing car door sills shall be retained and fully cleaned and polished with all residue and debris removed, including from the non-exposed portions of the sills
3. Contractor shall check travel path of car doors to ensure smooth open and close operation with no contact or scraping with door frame or other elements.
4. Contractor shall provide new door restrictors to keep doors from being opened from inside the car more than 4" when the elevator is outside of the unlocking zone.
5. Contractor shall provide new car door tracks and hangers which shall be compatible with the new door operator equipment.
6. Contractor shall provide a new car door clutch to provide compatible operation with the newly installed release roller assembly.
7. Contractor shall replace any missing or damaged astragals.

T. Hall Door Equipment

1. Existing entrances and entrance frames shall be retained.
2. Existing hall doors shall be retained.

3. Existing hall door sills shall be retained and fully cleaned and polished at all landings, with all residue and debris removed, including from the non-exposed portions of the sills
4. Contractor shall check travel path of hall doors to ensure smooth open and close operation with no contact or scraping with door frame or other elements.
5. Contractor shall replace any missing or damaged door bumpers, sight guards, astragals, or dust covers.
6. Contractor shall provide new steel hall door tracks specifically machined to match the door hangers. Tracks shall be of sufficient width to accommodate rollers.
7. Contractor shall provide all new hall door hangers, consisting of heavy duty door rollers manufactured to operate the hall doors smoothly and quietly. Contractor shall also provide upthrust rollers to allow eccentric adjustment.
8. Contractor shall provide all new interlocks with release roller assemblies. Interlocks shall be positive, electro-mechanical type designed to operate with the door operator and all other related door equipment. Interlocks shall prevent operation of the elevator unless hall doors are locked, and shall otherwise function according to all code guidelines.
9. Contractor shall install new door closers. Spirator-type closers or sill-mounted closers shall be acceptable. Contractor shall ensure that all hall doors self-close independently at all times, and otherwise comply with all code guidelines.
10. Contractor shall provide two removable plastic gibs per door, as well as one steel guide per door mounted between the gibs by machine screws or equivalent. All guides shall be arranged to travel smoothly within the sill grooves.
11. Contractor shall provide safety retainers at the top and bottom of all hoistway doors to retain the doors in position if the primary guiding means fail, and to prevent displacement of the top or bottom of the doors by more than .8 inches when subjected to forces as described in code.

U. Top of Car Inspection Station

1. Contractor shall provide a new top of car inspection station compatible with all code requirements.
2. The station shall contain the following:
 - a. In inspection switch;
 - b. Up and Down run switches;
 - c. A stop switch.

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

V. Alarm Bells

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

W. Top Emergency Exit

1. A top emergency exit shall be provided of size, style, and operation according to all applicable codes.
2. An electrical contact shall be provided according to code requirements.

X. Top of Car Guard Railing

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

Y. Guide Rails

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

Z. Car Guides

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

AA. Hoistway Limits

1. All new normal and final limits shall be provided and shall operate per applicable code guidelines.
2. Cam and roller limits are acceptable as are electronic limits such as the Adams KE device.
3. Contractor may choose their acceptable device, and shall indicate such in bid documents.
4. Regardless of device chosen, contractor shall ensure that operation of the limits cannot be heard from within the elevator. In all cases, the elevator shall meet the audible noise requirements found in this specification. Inability of Contractor to make the limits operate within the noise requirements will result in Contractor having to make any necessary modifications, including purchasing, at Contractor's expense new limits or a different type of limits.

BB. Cab Shell, Frame and Platform

1. Existing car frame and platform shall be retained. Contractor shall thoroughly tighten all members and adjust cab steadying plates so that no squeaks, groans or any other noise shall be audible from within the cab while the elevator is at rest or during travel, and so that the elevator complies with all ride quality guidelines found herein.
2. Where cab shell is made of wood, Contractor shall apply fireproof paint or other approved material to provide a degree of fire protection to the cab shell.
3. Elevator shall be properly aligned so that the gap between the car and hall sills when the car is level with any floor shall not exceed 1.25" per ADA requirements. Where this is not possible, Contractor shall apply a metal strip to the car door sill to close the door gap at landings to within 1.25" tolerance.

CC. Toe Guard

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

DD. Jack Unit and Exposed Piping

1. Contractor shall provide a complete new hydraulic jack unit and cylinder.
2. Contractor shall first suspend and secure the elevator in the top of the hoistway and completely remove the existing jack and cylinder.
 - a. Contractor is completely responsible for removal and code-compliant disposal of the existing jack unit in its entirety, including jack, cylinder, and all subcomponents of

each. This includes jackhammering as needed to remove concrete surrounding the jack head.

- b. Hydraulic oil shall be removed from the entire elevator system and removed from the property by Contractor (new oil to be supplied).
 - c. Contractor shall include 16 hours for jack/cylinder removal in the base price for the work. Additional hours shall be billable at _____ per hour.
 - d. Contractor shall include in their price 16 hours for drilling by a qualified drilling company which would be subcontracted by Contractor to accommodate removal of existing cylinder or making room for the new cylinder. Additional drilling hours beyond the first 16 shall be billable at _____ per hour. This rate is an all-inclusive hourly rate for extra drilling hours, meaning that the rate given shall include the rate to the driller plus any standby time for the contractor or any other fees.
 - e. Contractor shall be responsible for removal and code-compliant disposal of all spoils and/or water resulting from the removal process. Contractor shall include up to 40 drums (55 gallon) for removal of spoils. If necessary to remove water, drums may be replaced with 275 gallon water totes. Contractor shall provide a price for additional drums if needed. Should substantially less than 40 drums be required for spoil removal, Contractor shall provide an offsetting credit. Contractor shall provide documentation from the spoils removal company of the final number of drums and/or totes used.
 - f. In no case shall contractor commence any work that would result in extra charges above and beyond the contract price without receiving written approval from Owner in advance. As such, Contractor shall stay in close contact throughout the removal process and shall alert Owner and ECA as soon as it becomes apparent that the allotted removal and/or drilling time will be exceeded, or if the spoils will exceed the included number of drums/totes. Owner shall be allowed at least 24 hours to approve extra costs. Delays which result from Contractor notifying Owner and Consultant and allowing less than 24 hours' notice for approval of extra cost shall be deemed the responsibility of the Contractor.
3. Once the existing jack and casing and all spoils are removed, Contractor shall install a new cylinder and piston which are compliant with all applicable codes.
 4. Cylinder shall consist of the following:
 - a. Steel cylinder with double bulkhead bottom with new jack head sized to match the existing cylinder.
 - b. Cylinder sections shall be threaded and welded together. Joints shall be protectively wrapped.
 - c. Entire cylinder and all underground piping shall be double wrapped with a protective coating to prevent corrosion.

- d. PVC casing which shall be closed and connected at the top of the jack unit. Casing shall include a means for monitoring corrosive moisture.
 - e. Contractor shall backfill area between PVC liner and steel cylinder to provide stabilization of the entire unit.
 - f. Contractor shall replace concrete in the pit to provide a watertight seal against the new cylinder.
5. Piston shall consist of the following:
- a. Heavy seamless steel plunger which is turned and polished to provide smooth and true travel.
 - b. Internal guide bearing.
 - c. Stop ring welded to the plunger to prevent plunger from leaving cylinder.
 - d. New packing/seal compatible with new jack unit.
 - e. Drip Ring.
 - f. Jack assembly shall be plumbed to within 1/8" tolerance.
 - g. Contractor shall ensure that at no time will the plunger contact the sides of the cylinder in a manner that damages the plunger in the form of scoring or scratching.
 - h. Jack assembly shall be securely fastened to the paten plate on the underside of the elevator by means as required by code.
6. Contractor shall provide all new exposed piping from the power unit to the jack unit. Where underground piping is suspected of leaking or Contractor cannot warrant the safe operation of the elevator reusing such piping, underground piping shall be abandoned and replaced with new above-ground piping.
- a. Piping shall be of size, type and weight as recommended by manufacturer and required by code.
 - b. Sound isolating couplings shall be provided at all connections.
 - c. Any required concrete coring for new piping shall be performed by Contractor.
 - d. Hangers shall be provided at least every 10', or as required by code, for any hanging pipe.
7. Upon completion of the installation of the jack and cylinder, Contractor shall supply an entire new supply of oil in conjunction with the installation of the new power unit.

8. Contractor shall replace concrete in pit floor as needed, including appropriate insulation material.
9. Contractor shall reinstall any retained equipment which was removed to accommodate the work, including, buffers/springs, valves, pit channels, and any piping or piping connections.
10. Contractor shall fully test the elevator, adjusting valves as needed to ensure proper operation.
11. Before returning the elevator to service, Contractor shall perform a full load safety test in the presence of jurisdictional authority. Costs for such inspection shall be included in Contractor's price.

EE. Pit Springs

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

FF. Pit Switches

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

GG. Pit Ladder

1. Contractor shall provide a new, fixed vertical ladder of noncombustible material located within reach of the pit access door. The ladder shall extend not less than 48 inches above the sill of the access door. The steps shall be a minimum of 16 inches wide and shall be spaced 12 inches on center. The pit ladder must have a clear distance of not less than 7 inches from the centerline of the steps to the nearest object behind the ladder.

HH. Painting

1. Contractor shall stencil 4" floor identification numbering on the hoistway side of all doors or on walls adjacent to hoistway doors.
2. Contractor shall stencil unit numbers no less than 2" in height on elevator controls, disconnects, and top of car. Stop switches and auxiliary disconnects shall be identified by number, but numbering may be smaller than 2" due to space constraints.
3. All newly installed equipment shall be painted before shipment with paint of the best quality and suitable for use in elevator application. Such equipment shall have paint

touched up as needed at the completion of the project to ensure no exposed metal surfaces remain which may have become chipped or damaged during installation.

4. Existing equipment, shall be thoroughly cleaned and painted. All matching equipment for each elevator shall be painted the same color.
5. At the completion of the project, Contractor shall ensure that all metal surfaces are adequately touched-up or otherwise painted and protected against rust and corrosion. Overall machine room appearance shall be professional in every way.
6. Contractor shall thoroughly clean and paint the pit floor and walls up to the level of the first landing.
7. Contractor shall thoroughly clean and paint the machine room floor and walls with a color approved by Owner.
8. Owner and ECA reserve the right to require additional painting as needed upon final inspection.

II. Alternate 1 – New Jack Casing

1. Contractor shall provide alternate price to install a new jack casing, should the installation of a casing be required due to the conditions of the project once the existing cylinder has been removed.

JJ. Alternate 2 – Turnkey Project

1. Provide alternate price for Contractor to perform or subcontract all work by other trades as listed in Part II, Section C, Items 3 and 4 (Electrical, fire and life safety, and sprinklers).
2. Contractor may provide price using their own preferred subcontractors. However, Owner reserves the right to approve subcontractors before any work is performed.
3. Contractor must include in their price any additional work not listed in Part II, Section C, Items 3 and 4, but that, in Contractor's estimation, will be required as a part of this project.
4. Contractor shall include in the turnkey price all charges for standby by Contractor related to any work of any kind performed as part of this alternate.

KK. Alternate 3 – VOIP or Cellular Phone System

1. Provide alternate price for Contractor to supply Cellular or VOIP system to allow for emergency calls from inside the elevator without the Owner having to supply a phone line. Contractor to include with their bid the system information they are bidding as well as any requirements Owner must fulfill or supply to make the system operable.

LL. Alternate 4 – Video/Text Device in Cab

1. A visual and text-based interactive system shall be provided in the car station, compliant with 2019 California Building Code Chapter 30 item 3001.2. Contractor to submit details of system to be provided with their bid, including details of the 24/7 monitoring system, including location and any costs associated with monitoring the system. Contractor shall also provide a monitoring system to be located within the building where required by code. Provide added cost for modernization as well as additional monthly cost per car for monitoring.