



Elevator Cab Refurbishment Specification

LOCATION OF PROPERTY:

UC Hastings
100 McAllister St.
San Francisco, CA

EQUIPMENT DESCRIPTION:

Three (3) Traction Elevators

SPECIFICATION TYPE:

Elevator Cab Refurbishment

SPECIFICATION DATE:

April 4, 2018

Part I: General Conditions

A. Form of Agreement

1. This Specification was written to be included as an attachment to a refurbishment 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 refurbishment, 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.

B. Scope

1. The scope of this specification and the resulting Agreement is for the cab refurbishment of the subject elevator equipment. Contractor is fully responsible for all work required to perform the refurbishment 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 refurbishment 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.

C. Price

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

D. 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.

E. 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.

F. 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 that 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.

G. 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.

H. 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.

I. 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 or 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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:
UC Hastings College of Law
100 McAllister Street, Room 110
San Francisco, CA 94102
Attn: Mr. Jarda Brych

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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 must list in their bid any/all items not listed in this specification which Contractor deems Owner is responsible for during the refurbishment.
3. 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.

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 refurbishment Agreement is received by Contractor. Contractor shall produce a final contract schedule based on the date Contractor received executed Agreement.
3. **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 refurbishment. Contractor will attend at least one job walk with Owner and Consultant specifically for the purpose of identifying Owner's work.
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.
3. 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 one standard-sized parking space. Owner shall take steps to ensure that no unauthorized personnel can access the storage area.
- c. Asbestos: Owner shall abate any asbestos located or other hazardous material which may be exposed as part of the cab refurbishment.

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 (two pages).
 - b. Preliminary Project Schedule assuming a start date as indicated on the Bid Submittal Form.
 - c. Statement of Additional Work by Owner according to instructions in Part II, Section A of this specification.
 - d. 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 Refurbishment 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 weigh the elevators per Part IV, Section B of this specification. Contractor shall discuss the actual date this test is to be performed with ECA within one week of receipt of executed Agreement.
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. If Contractor notes any ambiguities, discrepancies, or any other items within this specification or the refurbishment Agreement, Contractor must alert ECA to these items so that a course of action may be chosen and Amendments/Change Orders produced accordingly.
 - iii. 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 materials 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.

D. Within Four Weeks of Contractor's Receipt of Fully Executed Refurbishment 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 provided submittals for review by Owner and ECA prior to this meeting.
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.
 - b. Detailed Project Plan: Contractor shall modify the project plan submitted with their bid to indicate details of their plan to complete the refurbishment as efficiently as possible and with as little disruption to Owner and Owner's tenants as possible. Indicate possible disruptions to the tenants, which may include the following:
 - i. Any work which would produce a level of noise which would be audible to any tenants;
 - ii. Any work which would create an odor detectable to tenants;
 - iii. Any time when dispatching for a group of elevators will be taken out for more than 15 minutes at a time;
 - iv. Any time when any floor normally served by an elevator will be without elevator service for more than 15 minutes at a time;
 - v. Any other item which Contractor can reasonably determine would cause distraction or inconvenience to the Owner or Owner's tenants;
 - vi. 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.
 - vii. Contractor is solely responsible for creating a project plan which minimizes disruption and inconvenience to Owner at no additional cost. Contractor shall not be entitled to extra compensation after bid submittal should it be deemed that any disruptive items need to be performed outside of normal hours.
 - c. Results of cab weighing (if not already reported to Owner and ECA).

3. Contractor shall also be prepared to discuss the following items:

- a. Storage needed for the project;
- b. Parking requirements;

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.

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.

2. Contractor's personnel

- a. Contractor agrees to assign a single lead mechanic to the project. 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 refurbishment 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 Refurbishment 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 Refurbishment 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 refurbished. 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. 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.
- l. 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.
- m. 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.
- n. 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.
- o. Contractor is fully responsible for the safe and code-compliant removal of all equipment and material which is not to be retained. Contractor may keep any material 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.

- p. 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.
- q. 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 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.

4. Materials and Equipment

- a. All provided materials shall be new and shall be provided by approved suppliers.
- 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.

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 the elevators.
 - a. Contractor shall pay any/all fees related to the inspection.
 - b. 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.

- c. 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 reasons outside of the Contractor's control, 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.

H. Upon Completion of the Project

1. 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 endeavor to complete all noted items within 30 days of receiving the list from ECA.
 - c. Owner shall hold final retention payment until ECA determines that all noted punchlist items have been corrected.
2. Contractor shall completely clean all working spaces of any trash, debris, parts, or other materials related to the project. All material shall be removed and disposed of a code-compliant manner at Contractor's expense.
3. 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.

B. Weighing of Elevator Cabs

1. As soon as possible after Contractor receives the fully executed Agreement, Contractor shall weigh the following elevator cabs: 1, 3.
2. Contractor shall immediately communicate to ECA and Owner the following information:
 - a. Measured Cab Weight;
 - b. Current Weight of Counterweight;
 - c. Crosshead weight;
 - d. Approximate change in weight during the project, based on the currently installed cab interiors and the specified new interiors.
 - e. Approximate amount of weight which could be added to the counterweight in the existing frame, taking into account both the available space and any clearances or other code-related restrictions;
 - f. Acceptable range of counterbalancing which Contractor asserts will provide for acceptable long-term operation of the elevator equipment (i.e., 37.5%-42.5%).

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

C. Cab Interiors

1. Cab interiors shall be refurbished as follows:
 - a. Cab Interiors shall be based on designs by SnapCabs. Contractors may provide materials from other manufacturers only upon approval by ECA and Owner.
 - b. Cab Design: Summit II
 - c. Lower Panels: Rigidized metal "Random Swirl"
 - d. Upper Panels: Wilsonart Laminate "Biltmore Cherry"
 - e. Reveals and toe kicks: Satin Stainless Steel
 - f. Ceiling: Island Ceiling – Satin Stainless Steel
 - g. Ceiling lights: Round LED Downlights with Dimmer
 - h. Handrails
 - i. Install on rear wall only
 - ii. Round cross section, no greater than 2" in diameter, smooth surface
 - iii. Top of Rail between 31 and 33" above the finished floor
 - iv. Minimum of 1.5" separation from the rear wall
 - v. No more than 6" from the end of the handrails to the side cab walls.
 - i. Flooring by Roppe or approved equal.
 - i. Design 996 – Raised Circular Vantage
 - ii. Color 193 - Black/Brown
2. During the refurbishment project, Contractor shall be responsible for the following:
 - a. Contractor shall remove and reinstall any equipment to be retained, including car doors if necessary.
 - b. Contractor shall include in their bid one set of hanging wall pads. Cab hooks shall be installed in all three cabs.
 - c. Contractor shall include in their price any fees or other costs related to permitting, and shall gain any/all approvals, permits or licenses for the cab work.
 - d. After the cab work is completed, Contractor shall perform any safety tests mandated by jurisdictional authority.
 - e. Contractor shall coordinate inspection by jurisdictional authority and shall be present for any number of inspections required.

- f. Contractor shall adjust the elevators as necessary after refurbishment to ensure proper operation and ride quality.
- g. Contractor shall ensure the existing car button station fits properly with the newly installed cab equipment.
- h. Contractor shall check all operating features of the elevators after the refurbishment is complete to ensure they are all working properly.
- i. Contractor shall ensure a seamless and level transition from the new cab flooring to the existing car sill, including any changes in cab sub-floor to compensate for changes in thickness between the existing and new flooring.

D. Maintenance

- 1. While the aforementioned one-year warranty shall apply, Contractor will not take over maintenance for these elevators at any time. Contractor shall perform the cab interior work, but the maintenance responsibility shall remain with the current maintenance provider.