



**CEDAR RIVER WATER & SEWER DISTRICT
GENERAL SERVICES CONTRACT
Elevator Maintenance & On-Call Services**

THIS CONTRACT is made and entered into at Renton, Washington, this _____ day of **January 2026**, by and between the CEDAR RIVER WATER & SEWER DISTRICT ("District") of King County, Washington and _____ ("Company") for Elevator Maintenance & On-Call Services.

IN CONSIDERATION OF the mutual promises, understandings, covenants, and under-takings set for the below, the parties hereto hereby agree as follows:

A. Services:

Elevator Preventative Maintenance

1. In accordance with the terms and conditions set forth herein, the Company shall provide District with elevator maintenance as specified in the Scope of Work, which is attached hereto as Exhibit A, and is incorporated herein by reference. Company agrees to provide personnel and all equipment, tools, materials, supplies and transportation necessary to perform the work in a professional manner.
2. Elevator maintenance shall be provided at the District sites as specified in the Scope of Work and is incorporated herein by reference.
3. Elevator maintenance shall be provided according to the schedule as specified in Scope of Work (Exhibit A) during office hours, Monday through Friday, 7:00 am to 3:30 pm.

On-Call Services: Work requested by the District shall be issued in writing. The request by the District should include the following information, which may be furnished in coordination with the Company.

1. Task Orders title (project name)
2. Technical approach to the task (if necessary)
3. Special deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

All these items may be brief but will be sufficiently detailed to understand the work being authorized and the amount it will cost. Written Task Orders and Notice to Proceed may be issued as e-mail documents. Assets removed from service shall be considered surplus items approved by the Board of Commissioners unless otherwise specified by the District (identify if assets are to be surpluses or retained.)

- B. Compliance with Laws:** Contractor shall comply with all federal, state and local laws, regulations and ordinances governing, controlling or limiting in any way the work or the persons engaged in the work.
- C. Prevailing Wage:** The services do not constitute public works as defined in RCW Ch. 39.04 but prevailing wage requirements on RCW Ch. 39.12 nevertheless apply. The prevailing wages must be altered annually to recognize and follow the most recent promulgated increases in prevailing wages

each year after the first year of the contract period. The cost of the increases in the prevailing wages due employees shall result in adjustments in the price of services under this Contract.

D. Terms of Contract: The Elevator Maintenance & On-Call Services Contract shall be in effect when the contract is signed by both parties. This Contract will be valid for a period of two (2) year with the District having the option of extending the Contract for one (1) additional year. Either party may, with or without cause, terminate this Contract at any time upon thirty (30) days prior written notice to the other party. Notice of cancellation shall be sent by regular post as well as e-mail to the project manager.

E. Security and Safety:

1. Company must coordinate with the District to receive access to the worksite/s.
2. The Company shall be solely responsible for the safety of its employees and agents.

F. Minimum Wage Certification: The undersigned Bidder hereby certifies under penalty of perjury under the laws of the State of Washington that, within the three-year period immediately preceding the bid solicitation date for this Contract, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

Contractor: _____

By: _____
Authorized Signature

Date: _____

G. Compensation:

Preventative Maintenance: In consideration of the faithful performance of the work as outlined herein, District agrees to pay to Company \$ _____ per year as described herein for services outlined in the Scope of Work (Exhibit A) attached hereto and incorporated herein by reference. Invoices shall be due and payable within forty-five (45) days of receipt of invoice. If during the term of this Contract prevailing wage amounts applicable to Company's employees assigned to work on District premises are increased by the Washington State Dept. of Labor and Industries, then Company shall promptly notify District of the increase and propose an adjustment to cover such wage cost increase. Contractor shall provide District with its calculations and supporting information used to justify the adjustment. District shall review the calculation and supporting information and if it is reasonable, approve the adjustment. If the District disagrees with the adjustment, the parties shall use reasonable efforts to arrive at a reasonable figure. Notwithstanding the foregoing, the obligations of this section are subordinate to a party's right to issue notice of cancellation of this Contract.

On-Call Services: This Contract does not guarantee any amount of on-call work for the Company. Task Orders will be issued as determined by the District and provided for in this Contract. The Company shall be paid by the District for completed service rendered under each approved individual Task Order in accordance with the fee scheduled outlined in the Pricing Sheet. The Company shall submit an itemized bill to the District prior to payment. Compensation to be paid to the Company for on-call services shall not exceed the budget amount contained in the Task Order. The Company shall not undertake any work or otherwise financially obligate the District in excess of said not-to-exceed amount without a duly executed Addendum issued by the District.

H. Insurance: The Company hereby agrees to maintain insurance policies in accordance with provisions in Exhibit C. The District shall be named as additional insured for Commercial General Liability and Automobile Liability, excepting Professional Liability or Workers' Compensation as provided in Exhibit C. Company waives subrogation against District as to Commercial General Liability policies. Company

shall provide District with certificates of insurance showing compliance with requirements prior to commencing work and at such other times as District requests. The Company will also declare the deductible(s) carried on the various policies at the time of submittal of their Certificate of Insurance.

- I. **Labor & Industries Training:** Contractor hereby certifies under penalty of perjury of the laws of the State of Washington that it has received training, provided by L&I or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages or has completed three or more public works projects and maintained a valid business license in Washington for at least three years and is exempt from this requirement.
- J. **Indemnification:** Company shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against all of the following claims and demands: damages, defense, indemnity, loss, judgment, equitable recovery, equity, and any other liability or obligation including but not limited to loss of use and attorney fees and expenses of any kind, caused or occasioned in whole or in part by reason of: 1) the services performed and materials or equipment supplied under or related to this Contract; or 2) the presence and activities of the Company service or its Company's services, subcontractors and suppliers, or their property, employees or agents, upon or in proximity to the property of the District, and any other property upon which the Company service is performing any work called for or in connection with this Contract, subject to the limitations provided below (collectively the "Indemnified Claims"). This obligation to indemnify and hold harmless is agreed to supersede and control any competing limitation of liability, liquidated damages, or other exculpatory clause contained in Company service's agreement for services. In addition to any remedy authorized by law, the District may retain so much of any money due the Company service as may be deemed necessary by the District to ensure the defense and indemnification obligations of this Section until final disposition has been made of such Indemnified Claims.

Liability For Negligence Is Limited. Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties and (b) Company service or the Company service's agents or employees, the indemnity and defense obligations under this Contract shall be limited to the extent of the Contractor's negligence.

Title 51 Waiver. It is further specifically and expressly understood that the indemnification provided herein constitutes Company service's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been specifically and mutually negotiated by the parties. Company service further agrees to require its Company's services, subcontractors, and suppliers and their Company services, subcontractors and suppliers to similarly indemnify and hold Company service harmless and waive immunity under Title 51 solely for the purposes of this indemnification.

- K. **Modifications:** The District may from time to time request additional work be performed under this Contract. Such modifications to the Contract must be in writing and signed by both parties hereto. This Contract is the full and final Contract and may be executed in two identical counterparts.
- L. **Inspection of Records:** The Company agrees to maintain all books and records relating to its operation and concerning this Contract for a period of two (2) years following the date that this Contract is expired or otherwise terminated. The Company further agrees that the District may inspect any and all documents held by the Company and relating to this Contract upon good cause at any reasonable time within the two (2) year period.
- M. **General Provisions:**
1. The District and the Company respectively bind themselves, their successors, assigns, and legal representatives to this Contract. Waiver of any provisions shall not constitute future waiver or estoppel and strict compliance may be required at any time.

2. This Contract represents the entire and integrated Contract between the District and the Company and supersedes all prior negotiations, representations or contracts either oral or written. This Contract may be amended only by written instrument signed by both the District and the Company. All such amendments must be signed by the General Manager of the District and an authorized party of the Company.
3. The Company agrees to comply with all local, state and federal laws applicable to its performance of this Contract including payment of state and local taxes, L&I premiums and unemployment insurance.
4. If any provision of this Contract is invalid or unenforceable, the remaining provisions shall remain in force and effect.
5. In the event of legal disputes, venue and jurisdiction shall lie with the King County Superior Court, Regional Justice Center, in Kent, WA and the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party.
6. This Contract shall be administered by _____ on behalf of the Company, and by the General Manager of the District, or designee, on behalf of the District. Any written notices required by the terms of this Contract shall be served on or mailed to the following addresses:

Company: _____
Attn: _____
 Address: _____

 Phone: _____
 Email: _____

Cedar River Water & Sewer District
Attn: Todd Tandecki / Operations Mgr.
 18421 SE Petrovitsky Rd
 Renton, WA 98058
 Phone: 425.255.6370
 Fax: 425.228.4880
 ttandecki@crwsd.com

7. All notices or communications permitted or required to be given under this Contract shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid. Any such delivery shall be deemed to have been duly given if mailed by certified mail, return receipt requested, and addressed to the address for the party set forth in I.5. or if to such other person designated by a party to receive such notice. It is provided, however, that mailing such notices or communications by certified mail, return receipt requested is an option, not a requirement, unless specifically demanded or otherwise agreed.

Any party may change his, her, or its address by giving notice in writing, stating his, her, or its new address, to any other party, all pursuant to the procedure set forth in this section of the Contract.

IN WITNESS THEREOF, the parties have caused their names to be signed hereto by their respective authorized representatives, the day and year first hereinabove written.

(Company)

CEDAR RIVER WATER & SEWER DISTRICT

By: _____
 (Signature)

By: _____
 General Manager

 (Name Printed)

Date: _____

Date: _____

Tax ID Number: _____

(Attach completed Form W-9 "Request for Taxpayer Identification Number and Certification")

Exhibit A

Scope of Work

1. Objective

To provide comprehensive preventive and corrective maintenance services to ensure safe, reliable, and efficient operation of the elevator systems at Cedar River Water and Sewer District.

2. Equipment Covered

# of Units: 1 Elevator	Manufacturer: TKE	Model: TAC20	Floors Served: 2
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3. Scope of Services

A. Preventative Maintenance

Regular inspections and servicing at scheduled intervals, including:

- Lubrication of moving parts
- Cleaning of elevator pits, machine rooms and car tops
- Inspection of cables, sheaves, guides and safety mechanisms
- Adjustment of door operators and control systems
- Testing and verification of operational performance
- Checking and replacing filters
- Review of fault logs and controller diagnostics

***Frequency: Quarterly, as per manufacturer's guidelines or contract terms.**

B. Corrective Maintenance

Repair or replacement of defective or worn components, including:

- Door mechanisms, control system parts, buttons, indicators and hall stations, lighting and ventilation systems in the cab, safety systems (brakes, buffers, overspeed governors)

C. Emergency Callouts

24/7 availability for elevator maintenance or entrapments

D. Testing & Compliance

- Periodic safety tests as required by code (e.g. annual no-load test, 5-year full load test)
- Maintain logs and documentation for inspections
- Coordinate with local code officials for certification

E. Reporting

Provide quarterly service reports including:

- Maintenance activities performed
- Faults found and resolved
- Parts replaced

- Recommendations for future service or modernization

4. Exclusions (*Unless otherwise agreed*)

- Major component replacements (e.g., motors, ropes, major controllers)
- Vandalism or damage due to misuse
- Electrical supply or building system failures
- Upgrades or modernization work

5. Standards & Regulations

All work shall comply with:

- ASME A17.1 / CSA B44 – Safety Code for Elevators and Escalators
- Local jurisdiction regulations
- Manufacturer maintenance specifications

6. Contractor Responsibilities

- Provide certified technicians
- Maintain service logs on-site and remotely
- Keep all tools and parts in safe condition.
- Maintain liability and worker's comp insurance

7. Client Responsibilities

- Ensure unrestricted and safe access to all equipment areas.
- Notify contractor of unusual operation.
- Maintain building systems supporting elevator function.

EXHIBIT B

Elevator Maintenance & On-Call Services

Insurance / Industrial Insurance Waiver

1. The Company / Contractor shall not commence work under this Contract until the Project Manager for Cedar River Water & Sewer District has obtained all insurance required under this paragraph and such insurance has been approved by Cedar River Water & Sewer District.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Company / Contractor shall specifically include the District as an "Additional Insured" and shall not be reduced or canceled without Thirty (30) days written prior notice to the District. The Company / Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Company / Contractor's insurance and shall not contribute to it.
3. The Company / Contractor shall maintain during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises / Operations, Products / Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Company / Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:

General Aggregate	\$ 2,000,000
Products / Completed Operations	\$ 1,000,000
Personal Injury and Advertising injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

The commercial General Liability Policy will contain an endorsement naming the District as Additional Insured (CG2010) and an endorsement that specifically states the Company / Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the District. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

Each accident	\$ 1,000,000
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4. Commercial General Liabilities Insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought."
5. The Company/ Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001) or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the Contracting Agency from claims which may arise from this performance of this Contract, whether such operations be by the Company / Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 1" any auto.

6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. The Company / Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Company / Contractor shall submit a copy of its certificate of coverage to the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the District, its officers, agents and employees, the Company / Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the Company / Contractor against the District. This waiver is mutually negotiated by the parties to this Contract.
9. Professional Liability Insurance – If the Company / Contractor is providing professional services (e.g., architectural, engineering, accounting or legal services), prior to the start of work, the Company / Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$2,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims Made form coverage shall be maintained by the Company / Contractor for a minimum of three (3) years following the termination of this Contract and the Company / Contractor shall annually provide the District with proof of renewal. If the Company / Contractor is not providing professional services, then the requirement to obtain professional liability insurance is not applicable to this Contract.
10. Sub-consultants / sub-contractors: Sub-contractors shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
11. The Company / Contractor shall declare the deductible(s) on their policies at the time of submittal of the Certificate of Insurance.

Company / Contractor _____

Date: _____