

Council Meeting
December 6, 2011

Honorable Mayor and Members
 of the Torrance City Council
 City Hall
 Torrance, California

Members of the Council:

SUBJECT: General Services – Award contract for elevator maintenance service.

Expenditure: 66,960

RECOMMENDATION

Recommendation of the General Services Director that City Council award a three-year contract with Superior Alliance Elevator Corporation for monthly maintenance of 15 elevators within City buildings in the amount of \$63,720 with a contingency of \$3,240 which covers annual CPI adjustments, beginning January 1, 2012 to December 31, 2014.

Funding Funding is available in the General Services Operating Budget.

BACKGROUND

There are fifteen (15) elevators in City buildings serviced on monthly basis. The maintenance provided by the contract includes but is not limited to: inspecting, cleaning, and lubricating various elevator components such as: the elevator controllers and motors, hoistway door hangars, safety eyes, alarm bell, hydraulic equipment, and guide rails. In addition to the monthly, there is maintenance and testing that will be performed on a quarterly, semi-annually, annually and every five years to meet current regulations.

ANALYSIS

Staff formally bid the project (B2011-41), and received the following bids:

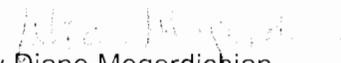
Superior Alliance Elevator Corporation	\$1,770 per month
Schindler Elevator Corporation	\$1,905 per month
Specialized Elevator Corporation	\$1,938 per month
GMS Elevator Services, Inc.	\$2,790 per month

The contract with Superior Alliance Elevator Corporation is for three years with an option to renew for additional two years at the City's option. The contract amount is based on the monthly cost for the three year period. Staff is requesting a contingency to cover the annual Consumer Price Index (CPI). Per the specifications, the contract will be adjusted annually based on the CPI published by the United States Department of Commerce Bureau of Labor Statistics for Los Angeles and the Industrial Commodity Prices for Metal and Metal Products, but will be limited to maximum 5% increase in any one-year period. Even with the CPI adjustments taken into consideration a cost savings of \$ 9,835 or 14% over three year period will be realized.

The General Services Director recommends City Council award a contract with Superior Alliance Elevator Corporation for a three (3) year term from January 1, 2012 to December 31, 2014 for the maintenance of elevators in City Buildings for \$63,720 with a contingency of \$3,240.

Respectfully submitted,

SHERYL BALLEW
General Services Director


By Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of January 1, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Superior Alliance Elevator Corporation, a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all labor, materials, tools, equipment, transportation and incidentals for full preventative elevator maintenance services per the specifications prepared by HKA Elevator Services for the City for Bid for Elevator Maintenance Service for the City of Torrance, bid B2011-41 ;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the elevator maintenance services, Bid for Elevator Maintenance Service for the City of Torrance, bid B2011-41 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for Three Years from the Effective Date.

3. COMPENSATION

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$63,720 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

- B. Schedule of Payment.
 Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.
1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
 2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
 3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.
- B. Termination for Cause.
1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
 2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the

basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

Toni Dotter, Facility Services Secretary, is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Dan Molle
Jeff Patko

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member

thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primarily Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
- (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Superior Alliance Elevator Corporation
380 S. Tustin
Orange, CA 92866

Fax: 888-635-4099

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

with a copy to: Attn: Toni Dotter
General Services Department
3350 Civic Center Drive
Torrance, CA 90503
Fax: 310-781-7199

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

Superior Alliance Elevator Corporation,
a California corporation

Frank Scotto, Mayor

By: _____
Dan Molle, CEO

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachment: Exhibit A: Bid

EXHIBIT A

Bid

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2011-41

Bid for Elevator Maintenance Service for the City of Torrance

SECTION III BID PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid," the following bid proposal is submitted to the City of Torrance.

Bid Proposal Submitted By:

Superior Alliance Elevator Corporation
Name of Company

380 S Tustin
Address

ORANGE, CALIFORNIA 92866
City/State/Zip Code

Jeff C Patko Sales Manager
Printed Name/Title

(P) (714) 771-7100 (F) (714) 771-7115 (C) (213) 507-4155
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation Partnership Sole Proprietorship

If incorporated, what state: California

Federal Tax ID # 33-0882293

Business History:

How long have you been in business under your current name and form of business organization?

11.5 Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contractor's License No.: 776759 Class: C-11

a. Date first obtained: 3-29-2000

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: _____

c. Any current claims against License or Bond? NO

If yes, describe claims: _____

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

JEFF C PATKO

Name

Regional Sales Manager

Title

(P) (714) 771-7100 (F) (714) 771-7115 (C) (213) 507-4155

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. 1 Date Received: 10-24-11

Addendum No. 2 Date Received: 10-21-11

Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this bid.

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods or services as requested in this BID.

Sun Ridee	1625 Abalone Ave Torrance	Silvia O'Franklin (310) 222-4164
Name of Company/Agency	Address	Person to contact/Telephone No.
Bobit Business	3520 Challenge Torrance	Tim Tabar (310) 523-2424
Name of Company/Agency	Address	Person to contact/Telephone No.
Anza Properties	20909 Anza Torrance	Angel Craig (310) 542-5733
Name of Company/Agency	Address	Person to contact/Telephone No.
Combined Properties	9320 Wilshire Beverly Hills	Jason Struwe (310) 228-1990
Name of Company/Agency	Address	Person to contact/Telephone No.

Please state, if requested by the City, if your company would agree to a renewal of this contract as indicated below:

Yes We would agree to a contract renewal for a fourth year with price adjustments as set forth in the specifications.

Yes We would agree to a contract renewal for a fifth year with price adjustments as set forth in the specifications.

No we would not be interested in renewing this contract.

Contractor's Approved Personnel: (To be completed for each Property)

- Name and location of Property: City of Torrance
(ALL)
- Contractor's Account Manager: Jeff C Patko
- Contractor's Supervisor: DAN Mollie
- Contractor's Mechanic: Brent Woodrum

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

I Jeff Clark being first duly sworn deposes and says:

1. That he/she is the Sales Manager of Superior Alliance Elevator Corp
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

Elevator maintenance for The city of Torrance.
(Bid Title)

- 2. That the bid proposal is genuine; that all statements of fact in the bid proposal are true;
- 3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed contract;
- 5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed contract;
- 6. That the Bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subcontractor or materialman, which is not processed through that bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;
- 7. That the Bidder did not, directly or indirectly, submit the Bidder's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.
- 8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this 21 day of October, 2011.

(Bidder Signature)

Sales manager

(Title)

"Attachment 3"
Year 1
Labor Rates

1. Name and location of Property:

Reference Attachment 4

2. Number and description of Units of Elevator Equipment:

Reference Attachment 4

3. Commencement Date: Per Contract

4. Anniversary Date: Per Contract

5. Straight hourly labor cost: ~~\$ 41.50~~ \$ 68.50, of which
\$ 21.98 is the cost of fringe benefits.

6. Extra billing rates:

REGULAR BILLING RATES:

Regular Working Hour:	\$ <u>235⁰⁰</u>	Per Hour. (One (1) Mechanic)
Regular Working Hour:	\$ <u>385⁰⁰</u>	Per Hour. (Mechanic & Helper)
Overtime 1.7 rate Working Hour:	\$ <u>382⁵⁰</u>	Per Hour. (One (1) Mechanic)
Overtime Working Hour:	\$ <u>560⁰⁰</u>	Per Hour. (Mechanic & Helper)
Sundays and Holidays:	\$ <u>435⁰⁰</u>	Per Hour. (One (1) Mechanic)
Sundays and Holidays:	\$ <u>560⁰⁰</u>	Per Hour. (Mechanic & Helper)

PREMIUM ONLY BILLING RATES:

Overtime 1.7 rate Working Hour:	\$ <u>185⁰⁰</u>	Per Hour. (One (1) Mechanic)
Overtime Working Hour:	\$ <u>260⁰⁰</u>	Per Hour. (Mechanic & Helper)
Sundays and Holidays:	\$ <u>360⁰⁰</u>	Per Hour. (One (1) Mechanic)
Sundays and Holidays:	\$ <u>450⁰⁰</u>	Per Hour. (Mechanic & Helper)

7. Straight time – Only applicable for non-contract related items, misuse, abuse, vandalism, stand-by time (if required for a special event), basically items out of the contractors control.
8. One OT Rate 1.7 (after hours/weekends) – Only applicable for non-contract related items required after normal working hours, misuse, abuse, vandalism, stand-by time (if required for a special event), basically items out of the contractors control.
9. Holidays/Sundays – Always Double Time, but only applicable for non-contract related items required after normal working hours, misuse, abuse, vandalism, stand-by time (if required for a special event), basically items out of the contractors control.
10. Premium or Bonus or Differential Rates – Only applicable for overtime work that would have been covered at no additional cost during normal working hours.

11. Discounts for alternate payment terms:

Quarterly: 0 %Semi-Annually: 0 %12. Adjustments to Basic Fee and Cost of Extra Services: On each annual anniversary of the execution of this Agreement (the "**Anniversary Date**"), the Basic Fee and the cost of Extra Services (collectively, the "**Total Cost**") may, upon approval by Owner in accordance with this Section, be adjusted based upon changes in material and labor costs as follows:

- a. Twenty percent (20%) of the current Total Cost will be increased or decreased based on the "Producer price index - Commodity code 10 - Metals and metal products" published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of August of each contract year as compared with such index for the same month of the previous year.
- b. Eighty percent (80%) of the current Total Cost will be increased or decreased based on the straight time hourly labor cost for the month within which the Anniversary Date occurs as compared with such straight time hourly labor cost for the same month of the previous year.
- c. As used in the provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate and the average hourly cost of fringe benefits paid to elevator examiners in the County in which the property is located. The words "fringe benefits" mean employee benefits granted in lieu of or in addition to hourly rate increases and include, but are not limited to pensions, vacations, paid holidays, group life, sickness, accident and hospitalization insurance. The straight hourly labor cost for each Property is shown on Attachment 3 & 4 along with the associated cost of fringe benefits.
- d. Price adjustments must be initiated in writing by the Contractor to Manager or Owner at least 90 days prior to the upcoming Anniversary Date of the Agreement and must be supported by conclusive evidence justifying the need for a price adjustment.
- e. Notwithstanding any other provision of this Agreement, the maximum allowable increase in the Total Cost is five percent (5%) for any one (1) year during the term (and any extension of the term) of this Agreement.

13. Additional terms: ALL PRICING INCLUDES ALL APPLICABLE TAXES.

"Attachment 4- Monthly Rates"

Building	Address	Elevator Number	Unit Pricing	Total Pricing
City Hall, Lobby (Front)	3031 Torrance Blvd.	054572	# 118.00	
City Hall, Council (Rear)	3031 Torrance Blvd.	054240	# 118.00	
City Hall, East Annex	3031 Torrance Blvd.	099285	# 118.00	
City Hall, West Annex	3031 Torrance Blvd.	079638	# 118.00	# 472.00
Civic Center Library, Public	3301 Torrance Blvd.	051957	# 118.00	
Civic Center Library, Staff	3301 Torrance Blvd.	051958	# 118.00	# 236.00
Cable Building	3350 Civic Center Drive	086993	# 118.00	# 118.00
Police Department, Lobby (Front)	3300 Civic Center Drive	071009	# 118.00	
Police Department, Staff (Rear)	3300 Civic Center Drive	071008	# 118.00	# 236.00
City Yard, Public Works	20500 Madrona Ave.	084086	# 118.00	
City Yard, Fleet, Passenger	20500 Madrona Ave.	084087	# 118.00	
City Yard, Fleet, Freight	20500 Madrona Ave.	084045	# 118.00	
City Yard, Transit	20500 Madrona Ave.	084088	# 118.00	# 472.00
Bartlett Senior Center	1318 Cravens Ave.	090197	# 118.00	# 118.00
Airport Control Tower	25311 Aero Way/Zamperini Way	035798	# 118.00	# 118.00
Total Monthly Price			# 1,770.00	# 1,770.00



380 S Tustin
Orange, CA 92866
(888) 635-4005
Fax (714) 854-9457
State Lic. #776759

01/17/12

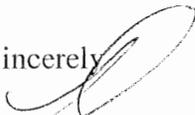
City Of Torrance
3031 Torrance Blvd
Torrance, CA 90503
Tel: (714) 936-8084 (Ted)

Re: Example Required Tests

Elevator Name	Lobby Front
Address	3031 Torrance Blvd
State Number	12345
Test Performed	5 year full load test
Any malfunctions/ Correction Action Taken	Passed/None
Date test was performed	1/14/2012

If you have any questions please contact reagarding these recommendations please call me at 213-507-4155.

Sincerely


Jeff C Patko
Sales Manager
Superior Alliance Elevator

SUPERIOR ALLIANCE ELEVATOR CORP.

ELEVATOR "FIRE SERVICE TESTING" LOG

All elevators provided with firefighters' service shall be subjected monthly to **Phase I** recall and a minimum of one-floor operation on **Phase II**, to assure the system is maintained in proper operating order. A written record of findings on the operation shall be made and kept on the premises of said operation. 1206.7

Building address _____ State # _____

YEAR	TESTED BY	PHASE I	SMOKE DETECTOR	PHASE II
DATE	NAME	TESTED	FLOOR #	TESTED
JAN.				
FEB.				
MAR.				
APRIL				
MAY				
JUNE				
JULY				
AUG.				
SEPT.				
OCT.				
NOV.				
DEC.				

RESULTS "Legend" (use the following nomenclature to document results)

OK = passed, with all systems operable

NG = No Good. All systems did not pass

N/A = Not Applicable. Smoke detectors and/or Phase II not in building.



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(888) 635-4005
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State Lic. #776759

10/27/11

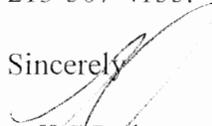
City Of Torrance
3031 Torrance Blvd
Torrance, CA 90503

Re: Example Maintenance Frequencies

The attached "GREEN" Preventative Maintenance Chart will be customized to meet your specifications and provided for each elevator.

If you have any questions please contact regarding these recommendations please call me at 213-507-4155.

Sincerely,


Jeff C Patko
Sales Manager
Superior Alliance Elevator

SUPERIOR ALLIANCE ELEVATOR CORP.



PREVENTIVE MAINTENANCE CHART
FOR
HYDRAULIC ELEVATORS

FOR SERVICE: 1-888-635-4005

JOB ADDRESS: _____

ELEV. # _____

YEAR:		FREQUENCY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SERVICE TECH:		NORM SPEC												
	CHECK IN WITH CUSTOMER	E												
C	SAFETY EDGE/PHOTO-EYES/DETECTORS	M												
A	FLOOR LEVELS	M												
B	LAMPS & SIGNALS	M												
	EMERGENCY ALARM & PHONE	M												
C	GATE SWITCH CONTACTS	Q												
A	DOOR OPERATOR & CLUTCH	Q												
R	CLEAN CAR TOP	Q												
T	CAR DOORS, HANGERS & TRACKS	Q												
O	LEVELING SWITCHES	Q												
P	CAR TOP DEVICES	Q												
H	HALL DOOR EQUIPMENT	A												
O	DOOR LOCKS	SA												
I	LIMIT ROLLERS	A												
S	LUBRICATE GUIDE RAILS	Q												
T	CLEAN HOISTWAY	A												
M	CHECK TANK OIL LEVEL	M												
A	ADDED OIL (GALLONS)	M												
C	CONTROLLER	Q												
H	CHECK STARTER CONTACTS	Q												
	CHECK MOTOR BELTS	Q												
R	CLEAN MACHINE ROOM FLOOR	Q												
O	CLEAN DRIP PAN	Q												
O	LEAD SEAL ON VALVE	SA												
M	MAINLINE CONNECTIONS & FUSES	A												
P	CLEAN PIT	Q												
I	RECYCLE PIT CAN	M												
T	CHECK PISTON & PACKING & DRAIN TUBE	M												
M	DOOR PRESSURE UNDER 30 POUNDS	SA												
I														
S														
C														

FREQUENCY:

NORM = STANDARD

SPEC = STANDARD ESTABLISHED BY TECHNICIAN DUE TO SPECIAL REQUIREMENTS

E = EVERY VISIT

M = MONTHLY

Q = QUARTERLY

SA = SEMI-ANNUAL

A = ANNUAL



380 S Tustin
Orange, CA 92866
(888) 635-4005
Fax (714) 854-9457
State Lic. #776759

02/01/12

City Of Torrance
3031 Torrance Blvd
Torrance, CA 90503
Tel: (714) 936-8084 (Ted)

Re: Example Monthly Reports

The following is a report showing: elevator maintenance, trouble calls, entrapments, and tests performed. In depth descriptions to follow:

Elevator Number	Date Maintenance Performed	Number of trouble calls	Entrapments	Tests performed
1	1/12/2012	1	0	Fire
2	1/12/2012	0	0	Fire
3	1/12/2012	0	0	Fire
4	1/12/2012	0	0	Fire
5	1/13/2012	0	0	Fire
6	1/13/2012	0	0	Fire
7	1/13/2012	0	0	Fire
8	1/13/2012	0	0	Fire
9	1/13/2012	0	0	Fire
10	1/16/2012	0	0	Fire
11	1/16/2012	0	0	Fire
12	1/16/2012	0	0	Fire
13	1/16/2012	0	0	Fire
14	1/16/2012	0	0	Fire
15	1/16/2012	0	0	Fire

Elevator Number 1 had a routine trouble call on 1/12/2012 @ 8:15 a.m. (see attached electronic ticket). The report was elevator was stuck on 1st floor with door opened. Technician arrived at 8:30 am. Found elevator door opening relay stuck. Replaced relay, tested and returned to service.

All elevators had their fire testing performed for the month. All Passed.

SUPERIOR ALLIANCE ELEVATOR CORP.



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Orange, CA 92866
(888) 635-4005
Fax (714) 854-9457
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If you have any questions please contact reagarding these recommendations please call me at 213-507-4155.

Sincerely

A handwritten signature in black ink, appearing to read 'Jeff C. Patko', is written over the word 'Sincerely'.

Jeff C Patko
Sales Manager
Superior Alliance Elevator



Example
time ticket

380 S Tustin, Orange CA 92866
Office 714-771-7100
Fax 714-771-7115
License # 776759

Time Ticket

Building owner: Royal Group **Contract#**
:
Location: 3407 W 6th Street, Los Angeles, CA **Elevator#:** E-309
Route#: R-0003 WK (Kuziw, Walter)

Job#: MTT-3121 **PO Number:**
Call date & Time: 08/19/2011 08:00:00 **Reported by:**
Work Completed: 08/19/2011 **Mechanic:** Kuziw, Walter
Completed: 08/19/2011
Billable: No

Description:
Work Performed: Monthly service

Hours	1x	1.7x	2x	Travel 1x	Travel 1.7x	Travel 2x
	0.00	0.00	0.00	0.00	0.00	0.00

Expenses	Cartage	Meter	Misc.	Parking	Phone	Purchases	Tolls	Travel	Zone
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Work Accepted By: ms. yang



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State Lic. #776759

07/01/12

City Of Torrance
3031 Torrance Blvd
Torrance, CA 90503

Re: Example Supervisor Report

The following is a report showing; Evaluation of elevator maintenance, confirmation of Supervisor visits, Future Activities, Recommendations.

Evaluation of maintenance

Overall the elevator maintenance has been good. No issues.

Confirmation of Supervisor Job Visit

All equipment has been visited and by supervisor. All logs and signage is per contract specifications.

Planned Activites

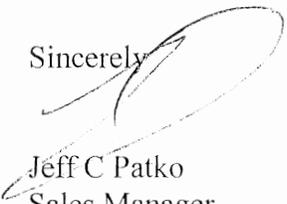
Elevator Number 14 is scheduled to have its 5 year load test performed on 7/11/12. Elevator will be taken out of service early in the A.M.

Recommendations

None at this time.

If you have any questions please contact reagarding these recommendations please call me at 213-507-4155.

Sincerely,



Jeff C Patko
Sales Manager
Superior Alliance Elevator

SUPERIOR ALLIANCE ELEVATOR CORP.

ADDENDUM # 1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2011-41

Bid for Elevator Maintenance Service for the City of Torrance

ADDENDUM # 1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

CHANGE: Due to the low turnout of bidders, the City of Torrance has decided to hold a **2nd mandatory job walk** for the Elevator Maintenance Service Bid B2011-41 on **Wednesday, October 12, 2011 starting 9:30 a.m.** at the Stanley Remelmeyer Telecommunications Building, 3350 Civic Center Drive, Torrance, CA 90503.

If you participated in the 1st mandatory job walk, you will **not** be required to attend the 2nd job walk, but you are welcome to attend if you wish. Questions discussed from the 2nd job walk or during the extended bidding period will be incorporated into an addendum and issued to the qualified bidders.

CHANGE: Due to the addition of the 2nd job walk, the **bid opening** has been changed to **Thursday, October 27th by 2:00 PM** in the City Clerk's office. The RFI period has also been extended to Friday, October 14th by 5:00 PM.

October 4, 2011

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Superior Alliance Elevator
Name of Company

380 S Austin
Address

TORRANCE CA 90506
City State Zip Code

ADDENDUM # 2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2011-41

Bid for Elevator Maintenance Service for the City of Torrance

ADDENDUM # 2

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

The **bid opening** remains **Thursday, October 27th by 2:00 PM** in the City Clerk's office.

CLARIFY: On bid form, "Attachment 3- Labor Rates", there is reference to a commencement date and an anniversary date. They are as follows: Commencement Date: **January 1, 2012** and Anniversary Date: **January 1, 2013**.

October 4, 2011

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Superior Alliance elevator
Name of Company

380 S Tustin
Address

Orange CA 92866
City State Zip Code