Council Meeting
October 28, 2008

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

Members of the Council:

SUBJECT: General Services- Contract for City Hall Elevator Modernization
Expenditure: $ 269,840

RECOMMENDATION

Recommendation of the General Services Director that City Council
1) Award a contract with Specialized Elevator Corporation for $224,866 with a 10% contingency of $22,487 for the modernization of two main City Hall elevators (FEAP 455 and FEAP 458).
2) Approve a 10% project management fee of $22,487.
3) Appropriate $106,860 from the Building Maintenance Capital Project Fund.

FUNDING Funding is available in the designated FEAPS 455- Modernize City Hall Elevator Controls and FEAP 458- Replace Pistons- City Hall Elevators and the balance of $106,860 from the Building Maintenance Capital Project Fund (UNAPPROP-4007).

BACKGROUND

The Facility, Equipment, Acquisition Program (FEAP) projects above were developed in response to code changes requiring all new elevators that have double wall cylinders (pistons) to reduce the possibility of failure due to a leak and loss of hydraulic fluid. While existing elevators do not require upgrading, elevator consultants recommend modernization to current code for liability reasons. In addition, increasing elevator control malfunctions have left passengers stranded in both the north and south elevator. Parts for existing elevators are becoming more obsolete.

ANAYLSIS

Staff formally bid the project (B2008-44) and received the following bids:

Specialized Elevator Corporation	$ 224,866
Amtech Elevator Services	$ 295,474
Reliable Elevator of Los Angeles, Inc.	No bid

To address the safety concerns for elevator entrapment, and also to save on costs for re-mobilization and possible escalation of material costs, staff bid the modernization of both elevators in this fiscal year. Therefore the additional requested funding of $106,860 from the Building Maintenance Capital Project Fund will be used in lieu of the $50,000 available in 2010 under FEAP 455.

It was recommended by the elevator consultant (HKA Elevator Consultants) to maintain a 10% contingency on this project to cover any unexpected requirements by the State elevator inspector without interruption to the contractor's progress.

Staff reviewed Specialized Elevator Corporation's bid, experience with similar projects, licenses, and references. There the General Services Director recommends City Council award a contract with Specialized Elevator Corporation for $224,866 with a 10% contingency of $22,487 for the modernization of two main City Hall elevators (FEAP 455 and FEAP 458). Approve a 10% project management fee of $22,487. Appropriate $106,860 from the Building Maintenance Capital Project Fund (UNAPPROP-4007).

Respectfully submitted,

SHERYL BALLEW
General Services Director

By Diane Megerdichian
Business Manager

CONCUR:

Sheryl Ballew
General Services Director

LeRoy J. Jackson
City Manager

Attachment A: Reliable Elevators of Los Angeles, Inc. Contract

ATTACHMENT A

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of October 28, 2008, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Specialized Elevator Corporation, a California Corporation.

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals to provide elevator maintenance service in accordance with the specifications prepared by HKA Elevator Consultants. and;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids to Modernize Two (2) Elevators, Notice Inviting Bids No. **2008-44** (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 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. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

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

2. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until August 31, 2010.

3. <u>COMPENSATION</u>

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 $224,866, 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 and 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 written 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

Diane Megerdichian, Facility Services Business Manager 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:

Don Webster
Robert Baehr

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) Primary 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.

Addresses for purpose of giving notice are as follows:

CONTRACTOR:	Specialized Elevator Corporation 13523 Larwin Circle Santa Fe Springs, CA 90670 Fax: 562-407-1300
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

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

_____
Frank Scotto Mayor

Specialized Elevator Corporation
A California Corporation

By: _____
Don Webster
President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney

Attachments: Exhibit A: Bid

Created: 4/16/97
Revised: 5/12/99

EXHIBIT A

Bid

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-44

Bid to Modernize Two (2) City Hall Elevators

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:

Specialized Elevator Corporation
Name of Company

13523 Larwin Circle
Address

Santa Fe Springs, CA 90670
City/State/Zip Code

Don Webster, President
Printed Name/Title

562-407-1200 phone 562-407-1300 fax
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation X Partnership _____ Sole Proprietorship _____

If incorporated, what state: California

Federal Tax ID # 56-2313452

Business History:

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

6 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.: 818562 **Class:** C-11

a. Date first obtained: April 4, 2003

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: _____

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. 1 Date Received: September 18, 2008
Addendum No. 2 Date Received: September 22, 2008
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this bid.

BIDDER'S PROPOSAL
B 2008-44

Company: Specialized Elevator Corp.
Base Bid: _____

Bid to Modernize Two (2) City Hall Elevators

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Specifications and Contract Documents, prepared by HKA Elevator Consulting, Inc. and the City of Torrance.

Item	Description	Prices written in words	Total Bid
1.	Front Elevator #1 per bid B2008- in its entirety	One Hundred Twelve Thousand Four Hundred Thirty Three Dollars	$112,433.00
2.	Back Elevator #2 per bid B2008- in its entirety	One Hundred Twelve Thousand Four Hundred Thirty Three Dollars	$112,433.00

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Specialized Elevator Corporation — Don Webster, President
Contractor Name — Signer's Name and Title

Date: September 25,2008 License No. & Classification 818562 C-11

Address: 13523 Larwin Circle, Santa Fe Springs, CA 90670

List of Subcontractors:

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with section 2-3 of the Standard Specifications for Public Works Construction. If a subcontractor is to perform any part of the job, the subcontractor must have all of the proper certifications and license as outlined in the specifications.

Name Under Which Subcontractor is Licensed: ABBCO Drilling

License Number: C11-566483 .
Address of Office, Mill or Shop: 5808 Harvey Way, Lakewood CA 90713 .

Percentage of Total Contract 7% .

Specific Description of Sub-Contract: Drill the hole and set the outer casing for the elevator jack.

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .
Address of Office, Mill or Shop: _____

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .
Address of Office, Mill or Shop: _____

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .
Address of Office, Mill or Shop: _____ .

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work, which they are to perform. Do not list alternate subcontractors for the same work.

References:

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name(Firm/Agency): City of Redondo Beach

   Address: 415 Diamond Street, Redondo Beach, CA

   Contact Person: Cuong Dang Telephone No.: 310-318-0662

   Title of Project: City of Redondo Beach Pier

   Project Location: 180 North Harbor Drive, Redondo Beach, CA

   Date of Completion October 2007 Contract Amount:$ 171,922.00

2. Name(Firm/Agency): Colonnade Wilshire

   Address: 3701 Wilshire Boulevard, Los Angeles, CA

   Contact Person: Jennifer Choy Telephone No.: 213-381-3753

   Title of Project: 3701-3731 Wilshire

   Project Location: 3701 & 3731 Wilshire Boulevard, Los Angeles, CA

   Date of Completion December 2007 Contract Amount:$ 1,188,496.00

3. Name(Firm/Agency): Equity Office

   Address: 6080 Center Drive, Los Angeles, CA

   Contact Person: Vivienne Kwong Telephone No.: 626-304-6112

   Title of Project: Howard Hughes Center

   Project Location: 6701 Center Drive West, Los Angeles, CA

   Date of Completion on-going Contract Amount:$ 1,749,538.00

4. Name(Firm/Agency): Edgewater Towers Homeowners Association

   Address: 17352 Sunset Boulevard, Pacific Palisades, CA

   Contact Person: Leo Dodier Telephone No.: 310-459-0461

   Title of Project: Edgewater Towers

   Project Location: 17352 Sunset Boulevard, Pacific Palisades, CA

   Date of Completion August 2008 Contract Amount:$ 523,674.00

ATTACHMENT 1

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

Don Webster being first duly sworn, deposes and says:

1. That he/she is the President (Title of Office) of Specialized Elevator Corp. (Name of Company)

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

   Bid to Modernize Two (2) City Hall Elevators (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 25 day of September, 2008.

(Bidder Signature)

President
(Title)

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-36 and B2008-44

Bid for Elevator Maintenance Service for the City of Torrance B2008-36 and Bid to Modernize Two (2) City Hall Elevators B2008-44

ADDENDUM # 1

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

BID OPENING REMAINS: THURSDAY, September 25, 2008

CLARIFY: Please include maintenance pricing for all elevators included in the Elevator Maintenance Bid. Regarding the two elevators that will be modernized, if two different companies are awarded the two contracts (one for the modernization and one for the maintenance) you will need to eliminate the two elevators that will be modernized from your maintenance bid. The contractor that is awarded the modernization will start maintaining these two units upon contract award and during the modernization and 12-month warranty period. After that time these two units will be added back into the maintenance contract, based on the terms and conditions of the maintenance contract.

Below are R.F.I. (Request for Information) submitted by bidders with the associated answers.

1. Section 1.06 Special Tests:
   *Fire Service Testing: Does it include annual Reg 4? & Standby? **No**
   *Emergency Power Test: Do we need to Standby? **No**

2. Frequency of callbacks per unit over the last 12 months?
   *# of entrapments? And which elevators? **Please see attached report for all call-outs between September 2007 and September 2008 (7 pages total).**

3. Drilling Clause:
   *Can a standard drilling/hole clause, with limitations set on total allowance for drilling hours in the base bid be provided? We would recommend (16) sixteen hours per elevator for drilling, with any overage billed at the normal billing rates of the drilling contractor (without mark-up). **Yes but I would suggest (24) twenty- four hours.**

4. Who is the current City of Torrance contractor that maintains and repairs the building fire alarm panel? **Various fire alarm companies depending on the alarm system.**

5. Who is the intended card reader security company? **Don't have a specific one chosen as of bid opening.**

6. In order to meet the 5 week (35 calendar days) modernization/inspection schedule per elevator, it will be necessary to work overtime hours. **Change schedule to 42 calendar days (6 week) for modernization/inspection schedule per elevator. No overtime will be allowed, schedule accordingly**.

7. Are there any problems with working from 6am to 6pm M-Saturday? **7 AM to 5 PM M- F only, no Saturdays. (In reference to Modernization work schedule).**

8. Does the City of Torrance want an alternate bid to perform the work during normal working hours, with an extended schedule? **No, bid per specifications.**

September 18, 2008

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Specialized Elevator
Name of Company

13523 Larwin Circle
Address

Santa Fe Springs, CA 90670
City State Zip Code

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-36 and B2008-44

Bid for Elevator Maintenance Service for the City of Torrance B2008-36 and Bid to Modernize Two (2) City Hall Elevators B2008-44

ADDENDUM # 2

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

BID OPENING REMAINS: THURSDAY, SEPTEMBER 25, 2008 BY 2:00 PM IN THE CITY CLERK'S OFFICE.

In reference to the Elevator Maintenance Service for the City of Torrance B2008-36, the replacement of obsolete parts from the maintenance bid will be excluded using the method below:

Obsolete parts, as defined as parts not obtainable through reasonable means. Contractor shall submit in writing to Owner Representative's once any part is not obtainable through reasonable means. The Owner shall have the right to have this reviewed and approved by an independent third party (Elevator Consultant). If it is deemed reasonable to obtain said parts, Contractor at its own expense shall provide.

September 22, 2008

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

Specialized Elevator
Name of Company

13523 Larwin Circle
Address

Santa Fe Springs, CA 90670
City State Zip Code