CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2005-27

Bid for Elevator Maintenance Service for the City of Torrance

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PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, June 2, 2005

The ***ORIGINAL COPY*** of the PROPOSAL must be submitted in a sealed envelope and marked with the Bid number and title

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Bidder's Response (Section III of this document) You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Bidder's Affidavit (Attachment 1)
- Bid Bond (Attachment 2)
- Appendix A through Appendix E, Except Appendix D
- **Upon award of contract, proof of Insurance and business license permit, as indicated in this Bid, must be submitted to the City Clerk.**

MANDATORY JOB WALK/PRE-BIDDERS CONFERENCE

On Wednesday, May 11th, 2005 at 10:00 AM starting at the Stanley Remelmeyer Cable Bldg.
Located at 3350 Civic Center Drive, Torrance, CA 90503

Any questions regarding this bid should be directed to:

*** Diane Caseltine or Toni Dotter ***
General Services Department
(310) 781-7151/(310) 618-6254

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SECTION I BID INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, June 2, 2005 and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of bids. An original copy of each bid must re- submitted in a sealed envelope and clearly marked: "BID FOR ELEVATOR MAINTENANCE SERVICE FOR THE CITY OF TORRANCE, BID B2005-27"

Bid Form:

The bid must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked Bid for Elevator Maintenance Service for the City of Torrance, Bid B2005-27 and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the bid is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the bid form must be filled in, using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable Bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any bid, and to be the sole judge of the relative merits of the material and or service mentioned in the respective bids received. The City reserves the right to reject any bid not accompanied with all data or information required.

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

All awards shall take into consideration local City of Torrance vendor sales tax rebate of 1%.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the bid has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

The Contract:

The Bidder to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. Copies of this Bid and the Bidder's accepted bid will be attached to and become a part of the contract.

Errors and Omissions:

The Bidder will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Bidder's specifications submitted with its bid. Full instruction will always be given when errors or omissions are discovered.

Registration of Contractors:

If the bidder calls for work to be performed by a Contractor, the Contractor must be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professional Code, of the State of California.

Permits and Licenses:

The Bidder will procure all permits and licenses (including City of Torrance business licenses), pay all required charges and fees. For business license information, contact the City of Torrance Business License Office at (310) 618-5828.

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SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the City's requirements to provide Elevator Maintenance service for the City of Torrance. All work must be done in accordance with the specifications contained herein.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Information:

Contract shall be awarded for a period of 3 years with an option to renew annually for an additional 2 years.

Contractor must have a valid C-11 Elevator Contractor License

Proposal Submittals:

Each proposal must contain:
1- Bid Proposal Section III
2- Bidders Affavidit Attachment 1
3- Bid Bond Attachment 2
4- Appendix A- Equipment
5- Appendix B- Hourly Labor Rates
6- Appendix C- Technician and Technical Information
7- Appendix E- Bid Attachments

Note: Appendix D is the elevator performance criteria- not a submittal

Bid Specifications:
Attached Maintenance Bid Document prepared by Lerch Bates & Associates

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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:

_____
Name of Company

_____
Address

_____
City/State/Zip Code

_____
Printed Name/Title

_____
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

If incorporated, what state: _____

Federal Tax ID # _____

Business History:

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

_____ years

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

_____

_____

Contractor's License No.: _____ **Class:** _____

a. Date first obtained: _____

b. Has License ever been suspended or revoked? _____
If yes, describe when and why: _____

c. Any current claims against License or Bond? _____
If yes, describe claims: _____

Contact for Additional Information:

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

_____
Name

_____
Title

_____
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this bid.

References:

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

Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.

1. 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.

ATTACHMENT 1

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
   (Title of Office) (Name of Company)

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

   _____;
   (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 ____ day of _____, 20 _____.

_____
(Bidder Signature)

_____
(Title)

ATTACHMENT 2

BIDDER'S BOND

NOTE: This form need not be used when a Certified Check is submitted as a Bidder's Bond. Annual Bid Bonds are acceptable.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____AS PRINCIPAL

AND _____AS SURETY

are held and firmly bound unto the City of Torrance, State of California, in the sum of _____dollars ($_____) for payment whereof we hereby bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that, whereas the above bounden _____ is about to hand in and submit to the City Clerk of the City of Torrance the foregoing bid or proposal for the furnishing of articles herein mentioned under invitation of the City Manager contained in the Notice Inviting Bids; and if the bid or proposal of _____shall be accepted and the contract awarded to said named bidder thereupon by said City Manager, and if the said _____ shall fail and neglect to enter into a contract therefore, or to acknowledge receipt of a purchase order thereupon within ten (10) days after the same is awarded to said principal, then the sum guaranteed by this bond is forfeited to the City of Torrance.

Given under our hands and with our seal this ____ day of _____, 20_____ (if corporation, said company subscribing and setting its corporate seal hereto by _____thereto authorized).

_____(Signature)

_____(Seal)
(Principal)

_____(Seal)
(Surety)

_____(Seal)
(Surety)

BID APPENDIX SUBMITTALS

APPENDIX A - EQUIPMENT

ELEVATORS								
UNIT NUMBER	BUILDING DESIGNATION	EQUIPMENT DESCRIPTION	CAPACITY (LBS)	SPEED (F.P.M.)	OPENING/ STOPS	SERVICE PERIOD	SERVICE FREQUENCY	MONTHLY MAINTENANCE FEE
1	Bartlett Senior Housing Passenger	Hydraulic	3500#	125	2/2	Operating hours	Monthly	$
1	Katy Geissert Civic Center Library Passenger	Hydraulic	2500#	100	3/3	Operating hours	Monthly	$
2	Katy Geissert Civic Center Library Passenger	Hydraulic	2500#	100	3/3	Operating hours	Monthly	$
1	City Yard-Transit Garage Passenger	Hydraulic	2500#	125	2/2	Operating hours	Monthly	$
1	City Yard-Services Garage Passenger	Hydraulic	2500#	125	2/2	Operating hours	Monthly	$
2	City Yard-Fleet Service Garage Passenger	Hydraulic	2000#	125	2/2	Operating hours	Monthly	$
1	City Yard-Fleet Service Garage Freight	Hydraulic	12,000#	50	2/2	Operating hours	Monthly	$
1	Airport Tower Passenger	Hydraulic	12,000#	50	4/4	Operating hours	Monthly	$
1	Main City Hall Passenger	Hydraulic	2500#	100	4/4	Operating hours	Monthly	$
1	Main City Hall Service	Hydraulic	2500#	100	4/4	Operating hours	Monthly	$
1	East Annex Building Passenger	Hydraulic	3500#	125	2/2	Operating hours	Monthly	$
1	West Annex Building Passenger	Hydraulic	2100#	125	3/3	Operating hours	Monthly	$
1	Cable Building Passenger	Hydraulic	2000#	100	2/2	Operating hours	Monthly	$
ELEVATOR NOS.	TOTAL FOR ELEVATOR NOS. 1-13							$

APPENDIX B - HOURLY LABOR RATES

REGULAR RATES*	ADJUSTER	MECHANIC	HELPER	PROBATIONARY HELPER
Regular	$	$	$	$
Time and 7/10	$	$	$	$
Double time	$	$	$	$

* Regular rates apply for work performed falling outside of the scope of the Agreement.

OVERTIME RATES* (Premium Only)	ADJUSTER	MECHANIC	HELPER
Time and 7/10	$	$	$
Double time	$	$	$

* Overtime premium rates apply for covered work performed outside of normal working hours.

APPENDIX C - TECHNICIAN AND TECHNICAL INFORMATION

PERSONNEL TO BE ASSIGNED	NAME	YEARS OF EXPERIENCE	YEARS OF EXPERIENCE IN THIS CAPACITY	YEARS OF EXPERIENCE MAINTAINING SIMILAR EQUIPMENT
Primary technician				
Callback technicians (attach additional sheets if necessary)				
Maintenance Supervisor				

ITEM	YES	NO	IF NO, ADDITIONAL COST TO PROVIDE
Can you provide parts ordering manuals, adjusting manuals, lubrication instructions, and maintenance procedure manuals for the type of equipment included in this Agreement?			$
Do you have diagnostic tools for the specified equipment?			$
Can you have two (2) sets of spare boards for group dispatching car controllers immediately available and located on the site at a location designated by the Owner and/or the Owner's Representative upon acceptance of this bid?			$

APPENDIX D - SPECIFIC ELEVATOR PERFORMANCE CRITERIA

ELEVATOR NUMBER	FLOOR-TO-FLOOR TIMES (SECONDS)	DOOR OPENING TIME (SECONDS)	DOOR CLOSING TIME	FLOOR ACCURACY
1-Bartlett Senior Housing	13.0	2.1	Per Code	± ¼ "
1-Katy Geissert Civic Center Library	15.6	2.1	Per Code	± ¼ "
2-Katy Geissert Civic Center Library	18.0	3.1	Per Code	± ¼ "
1-City Yard- Transit Garage	15.0	2.1	Per Code	± ¼ "
1-City Yard- Service Garage	15.0	2.1	Per Code	± ¼ "
1-City Yard- Fleet Service Garage	N/A	N/A	Doors: Minimum of 0.8 fps; maximum of 1.0 fps Gates: Minmum of 1.6 fps; maximum of 2.0 fps	± ¼ "
2-City Yard- Fleet Service Garage	15.0	2.1	Per Code	± ¼ "
1-Airport Tower	Approximately 21.5	2.8	Per Code	± ¼ "
1-Main City Hall (Passenger)	15.2	2.1	Per Code	± ¼ "
1-Main City Hall (Service)	18.7	3.5	Per Code	± ¼ "
1-East Annex Building	14.0	2.1	Per Code	± ¼ "
1-West Annex Building	15.5	2.8	Per Code	± ¼ "
1-Cable Building	16.7	2.8	Per Code	± ¼ "

APPENDIX E - BID ATTACHMENTS

Examples of the following records keeping/reporting forms shall be submitted with this bid:

1. Copy of Preventive Maintenance Plan (check chart) customized for this project. Included: Yes [ ] No [ ]

2. Master Maintenance Calendar to include, but not be limited to, non-routine events such as safety tests, hoistway cleaning, etc. Included: Yes [ ] No [ ]

3. A17.l, Rule 1206.7 Fireman's Service Maintenance/Test log/recording record. Included: Yes [ ] No [ ]

4. Earthquake protection system test log. Included: Yes [ ] No [ ]

5. A17.1, Rule 6 1002.2f (Fireman's Service) and 1002.2g (Emergency Power) test logs. Included: Yes [ ] No [ ]

6. Monthly operational exam report form. Included: Yes [ ] No [ ]

7. Service ticket example. Included: Yes [ ] No [ ]

8. Callback and repair logs. Included: Yes [ ] No [ ]

9. Demonstration of Similar Work: Provide submittal as required by Section 2.4. Included: Yes [ ] No [ ]

LERCH, BATES & ASSOCIATES INC.
ELEVATOR CONSULTING GROUP

CITY OF TORRANCE
TORRANCE, CALIFORNIA

Vertical Transportation
Maintenance Bid Document

Prepared for:
MS. DIANE CASELTINE
CITY OF TORRANCE
GENERAL SERVICES DEPT.
3350 CIVIC CENTER DRIVE
TORRANCE, CALIFORNIA 90503

Prepared by:
JANICE E. SERRANO
PROJECT MANAGER

1. BIDDING INFORMATION

1.1. INSTRUCTION TO BIDDERS:

1.1.1. EVALUATION OF PROPOSALS: The Owner's analysis and evaluation of proposals for the purpose of making the contract award will include the following (not necessarily listed in the order of importance):

1.1.1.1. Total cost of the maintenance program.

1.1.1.2. Completeness of the bidder's proposal, including all information and material required to be submitted therewith.

1.1.1.3. Company maintenance capability in the Greater Los Angeles area and adequate staffing to respond to callbacks during operating and non-operating hours.

1.1.1.4. Bidder's experience level and available technical information on the equipment for this specific project.

1.1.1.5. Hourly rates for work beyond the scope of this contract and specifications.

1.1.1.6. Compliance with the bid documents.

2. CONDITIONS OF THE CONTRACT

2.1. GENERAL CONDITIONS:

2.1.1. DEFINITIONS OF PERFORMANCE CRITERIA TERMS:

2.1.1.1. Floor-to-floor times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open (per schedule).

2.1.1.2. Door opening times are measured from start of car door open until doors are 1" from the fully open position (per schedule).

2.1.1.3. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.

2.1.1.4. Stopping accuracy shall be measured under all load conditions.

2.1.1.5. Variance from rated speed, regardless of load, shall not exceed ±3%.

2.1.1.6. To maintain a comfortable ride, the Contractor shall maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.

2.1.1.7. Contractor shall maintain door dwell times and nudging time within the parameters of the Americans with Disabilities' Act.

2.1.1.8. Shutdowns for emergency minor adjustment callbacks shall be minimized. Verifiable shutdown frequency shall be maintained at .3 per unit per month or less based on the previous 90 day's data.

2.1.1.9. Contractor agrees to annually, at a minimum, check and adjust the group dispatching system on groups of three or more cars and make necessary tests to ensure all circuits and time settings are properly adjusted at any time

proper adjustment is questioned. Consistent scheduled system adjustment procedures shall be performed to minimize response time to registered car and hall calls.

2.1.1.10. Noise and Vibration Control:

2.1.1.10.1. Elevator equipment shall be maintained and adjusted to meet the performance requirements specified herein within the following parameters:

2.1.1.10.2. Horizontal acceleration within cars during all riding and door operating conditions shall not exceed 15 mg in the 10 Hz range.

2.1.1.10.3. Acceleration and deceleration shall be constant and not exceed 5 feet/second^2 with an initial ramp between 0.5 and 0.75 seconds.

2.1.1.10.4. Sustained jerk shall not exceed 10 feet/second^3.

2.1.1.10.5. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 DBA under any condition including ventilation blower on highest speed.

2.1.1.10.6. In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel. Performance requirements indicated are minimum standards, and are not the sole criteria for judging the Contractor's performance.

2.1.1.10.7. A part shall be classified "obsolete" when it is no longer available from the original equipment manufacturer or from suppliers of original equipment manufacturer's authorized parts. Identify obsolete parts at the time of bidding.

2.1.2. CHANGES AND EXTRA WORK:

2.1.2.1. The Owner or Owner's Representative may at any time, by written order, make changes within the general scope of the contract in the work and service to be performed. If any such case causes an increase or decrease in the Contractor's cost of, or in the time required for, performance of this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of changes, unless the Owner and/or Owner's Representative grants a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the "Disputes" clause of this contract, but nothing provided in the clause shall excuse the Contractor from proceeding with the prosecution of the work as charged.

2.1.2.2. The Contractor shall make no additions, changes, alterations or omissions, or perform extra work, except on prior written authorization of the Owner.

2.1.2.3. The Owner reserves the right to competitively bid any additional work not covered by this maintenance agreement, at its discretion.

2.1.3. CONTRACT ADMINISTRATION:

2.1.3.1. The Owner and/or Owner's Representative shall be responsible to:

2.1.3.1.1. Approve changes or replacement of components.

2.1.3.1.2. Approve the Contractor's maintained record of time and materials used for the job.

2.1.3.1.3. Approve Contractor's master maintenance calendar.

2.1.3.1.4. Inspect, or cause to be inspected, all work performed and authorize payment upon acceptance.

2.1.3.2. All records of maintenance, repair, alteration, etc., required by this contract, shall be kept on site and be made immediately available to the Owner upon request.

2.1.4. AUDIT PROVISIONS:

2.1.4.1. Owner shall have the right to examine the Contractor(s) records pertaining to work performed under the contract and to determine and verify the compliance with all contractual conditions. The Owner shall be granted access to such records at all reasonable times during the contract period and for three (3) years following contract expiration. Instructions for locating the maintenance control program shall be located in or on the controller along with the Contractor's telephone number.

2.2. SERVICES:

2.2.1. DUTIES OF CONTRACTOR:

2.2.1.1. Contractor shall furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide full-preventive maintenance, adjustment, replacement and repair service for the complete vertical transportation system described herein.

2.2.1.2. Contractor agrees to furnish the necessary personnel, as specified in 2.2.4.1 and presented in the appendices, exclusive of callbacks, repair work, travel time, or billable work not covered by this contract.

2.2.1.3. Normal response time to trouble calls during operating hours shall be less than ½ hour. Response time to trouble calls during non-operating hours shall be a maximum of 1 hour.

2.2.2. EXTENT OF THE WORK:

2.2.2.1. Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

2.2.2.1.1. Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate, test, and adjust the vertical transportation equipment and provide emergency call-back service per this agreement, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the following exclusions only:

2.2.2.1.1.1. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear and normal use.

2.2.2.1.1.2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors and communication equipment not installed by an Elevator Contractor, and cleaning of car interiors and exposed portions of sills.

2.2.2.1.1.3. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.

2.2.2.1.1.4. Lamps for normal car and machine room illumination.

2.2.2.2. When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs, and corrections. When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor shall be delivered to the Owner for further action, unless a safety or potential safety problem exists, in which case the Contractor shall immediately correct the problem at the least expense possible to the Owner.

2.2.2.3. In performing the indicated work, Contractor agrees to provide parts used by the Manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the Manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Owner.

2.2.2.4. Parts requiring repair shall be rebuilt to "as new" condition. No parts or vertical transportation equipment covered under this contract may be permanently removed from the jobsite without written approval by the Owner. This does not include renewal parts stocked on the job by Contractor, which shall remain its sole property until installed for use on the equipment.

2.2.3. EXAMINATION, TESTING, AND SCOPE OF SERVICES:

2.2.3.1. OPERATION EXAMINATION:

2.2.3.1.1. Contractor shall conduct monthly testing of the equipment response to the operation of every control customarily used by passengers or users of the equipment in normal operation.

2.2.3.1.2. In carrying out the above test, Contractor will use expert professional visual and audible senses to identify any improper operation in equipment involved including rotation machinery, suspension system, guides, door operating mechanisms, indicating lights, alarms, control systems and logic of the system.

2.2.3.1.3. Perform a visual and audible inspection of all system machinery accessible (without disassembly) in machinery rooms, hoistways, etc. monthly.

2.2.3.1.4. Conduct monthly report on completion of operational examination on each unit using an approved reporting form, a sample of which is to be attached to this proposal as per Appendix E.

2.2.3.1.5. Provide all testing required of the Owner by applicable Codes, by ASME A17.1, and as required herein, and provide reports thereof. Provide during non-operating hours, if required.

2.2.3.2. PERFORMANCE OF REPAIRS, ADJUSTMENTS, AND OTHER MAINTENANCE:

2.2.3.2.1. When, as a result of an operational examination, performance of preventive maintenance, performance of periodic testing, inspection or observation by the Owner and/or Owner's Representative and/or Elevator Consultant or his/her representatives, corrective action is found to be necessary, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections necessary to restore the equipment to normal operation.

2.2.3.2.2. The Contractor shall be responsible for all necessary repairs, adjustments, and parts renewal to all vertical transportation system components except as hereinafter excluded. This also includes static loading of the car as required to set automatic control limit devices.

2.2.3.2.3. Deficiencies of an emergency nature shall be communicated to the Owner or his/her representative immediately and followed up in written form.

2.2.3.2.4. Repairs or renewals necessitated by Owner and/or Owner's Representative's negligence, accidents, misuse, storm, fire, flood, earthquake, or water damage, or due to any cause beyond the Contractor's control shall be the responsibility of the Owner. Authorization for the Contractor to accomplish such work shall be provided in writing by the Owner and/or Owner's Representative. Such authorization is not to be considered automatic and Owner retains the right to competitively bid all such work.

2.2.3.2.5. When, in the opinion of the Contractor, such work is considered, within the terms of this contract, to be the responsibility of the Owner and/or Owner's Representative rather than the Contractor, a written report shall be delivered to the Owner and/or Owner's Representative's office for further action.

2.2.3.2.6. The Owner and/or Owner's Representative shall be responsible for repairs or renewals of car enclosure, machine room enclosure, and shaft way enclosure.

2.2.4. PREVENTIVE MAINTENANCE AND REPAIR SERVICE PROGRAM:

2.2.4.1. The Contractor shall provide all management, supervision, labor, material, supplies, tools and equipment necessary to deliver, for the term specified in this Agreement, a preventive maintenance and repair service program. The program must be based upon preventive maintenance requirements of the original equipment manufacturers. The program submitted should state for each category of equipment what components are to receive periodic maintenance/testing, the actions to be conducted, and the frequency of the actions, including the following:

2.2.4.1.1. Contractor agrees to furnish a mechanic for routine, preventive maintenance work for a minimum of 6.5 or more hours per week,

exclusive of regular or overtime callbacks, emergency repair, travel time, billable work not covered by this contract, or scheduled repair hours.

2.2.4.1.2. The preventive maintenance program shall provide for equipment lubrication. Lubricants shall be applied at intervals recommended by the original equipment manufacturer, shall be suitable for the purpose intended, and shall meet or exceed the specifications of the original equipment manufacturer.

2.2.4.1.3. Provide complete written report, to the Owner and/or the Owner's Representative, indicating results of the preventive maintenance actions on each unit using a form approved by Owner and/or Owner's Representative on a monthly basis.

2.2.4.1.4. Conduct monthly operational examinations and provide a written report thereof with a copy to the Owner and/or the Owner's Representative.

2.2.4.1.5. Quarterly, the Contractor shall provide and review with the Owner a summary of all callbacks. The intent of this quarterly summary is to minimize callbacks by keeping the Contractor and Owner aware of callback trends.

2.2.4.1.6. Contractor shall provide an annual written report outlining system performance. Report shall include data verifying average system response time and appropriate breakdowns of call distribution. Initial report shall be submitted no later than 3 months after initiation of contract and every year thereafter.

2.2.4.1.7. Maintenance, repairs, or replacement of the following elevator equipment, is not to be considered as part of the minimum number of hours for performing preventive maintenance as previously stated:

2.2.4.1.7.1. Systematic cleaning of machine room, hoistway, top of car, door locks, rails, etc., shall be additional required work man-hours by the Contractor at no cost to the Owner.

2.2.4.1.7.2. Renewals of hoist ropes as required by the Owner shall be additional required work man-hours by the Contractor at no cost to the Owner.

2.2.4.1.7.3. Safety tests as required of the Owner and by the specifications shall be additional required work man-hours by the Contractor at no cost to the Owner. Fees for re-inspection, due to failure to eliminate deficiencies covered by the maintenance agreement, shall be paid by the Contractor.

2.2.5. MAINTENANCE SCHEDULE:

2.2.5.1. Upon signing of the contract, the Contractor shall verify in writing the maintenance schedule and provide a copy to the Owner and/or the Owner's Representative.

2.2.5.2. Any changes in the maintenance schedule must be pre-approved by the Owner and/or Owner's Representative. Contractor shall provide in writing the reasons for the requested change of schedule and the new proposed schedule.

2.2.6. TESTING REQUIRED BY APPLICABLE CODES AND CONTRACT DOCUMENTS:

2.2.6.1. The Contractor shall act as the Owner and/or Owner's Representative's agent for conducting or assisting in the conducting of all tests and inspections required for vertical transportation equipment as part of this Agreement. Testing performed not within normal operating hours shall be at the sole cost and expense of Contractor.

2.2.6.1.1. Periodic tests:

2.2.6.1.1.1. As required by the ASME A17.1 Safety Code for Elevators and Escalators, including compliance with the ASME A17.2 2001 Inspectors' Manual.

2.2.6.1.1.2. Perform monthly inspection and testing of the firefighters' service in accordance with ASME A17.1 Rule 1002.2f and standby power operation in accordance with ASME A17.1 Rule 1002.2g. Conduct test of fireman's service 12 times per year per A17.1, Rule 1206.7. Contractor will post a log in each machine room showing all results of such testing.

2.2.6.1.1.3. When testing is required during operating hours, Contractor shall coordinate with the Owner and code authorities as to minimize disruptions of service to the building. Owner retains the right to have testing performed during non-operating hours when possible.

2.2.6.1.1.4. Contractor shall assist with regional, municipal, or other authority-required testing conducted by the State of California, City of Torrance or other City agent or Owner's duly certified, or otherwise qualified, tester.

2.2.6.1.1.5. When required by local code authority, assist in routine periodic inspection.

2.2.6.1.1.6. Test of earthquake protection devices shall occur at six (6) month intervals. A record of such testing shall be kept and posted in the machine room(s).

2.2.6.2. Contractor shall affix metal tags to the tested devices clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

2.2.6.3. Contractor shall affix and maintain Car/State number designation on all elevator equipment in the machine room and pit including hoist machine, controller, car crosshead, electrical disconnect, buffer, etc. Contractor shall maintain Code data tags.

2.2.6.4. Complete all repairs found to be necessary as a result of the above examinations, inspections and tests, except those which are caused by negligence, abuse, misuse, or obsolescence of the equipment or by other than ordinary wear and tear not caused by the Contractor.

2.2.7. BREAKDOWNS AND SHUTDOWNS:

2.2.7.1. Minor breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, or electrical or mechanical adjustments, will not keep the respective elevator out of service longer than one (1) day (24 hours).

2.2.7.2. Under no circumstances will any major shutdown or breakdown last longer than three (3) days (72 hours). This includes the locating of the trouble, procurement of parts, the installation of these parts and the replacing of the respective elevator back into safe uninterrupted operation. The Contractor must be so equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and the Contractor will be considered in default, giving sufficient justification to the Owner to obtain these services from Contractors who can provide the Owner with uninterrupted elevator service.

2.2.7.3. In the event that the Owner is caused to take over the work and prosecute it to completion by contract or otherwise, the Contractor and their sureties (if any), shall be liable to the Owner for any additional cost occasioned by the Owner, previous to the termination of the contract.

2.2.7.4. In addition, the Contractor shall comply with the specified Callback Service requirements.

2.3. LAWS, PERMITS, CODE COMPLIANCE, AND INSPECTIONS:

2.3.1. LAWS AND REGULATIONS:

2.3.1.1. In the performance of this contract, the Contractor agrees it will, without additional expense to the Owner, abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

2.3.1.2. Contractor shall make periodic tests and maintenance inspections of all equipment as required by current applicable safety codes, including ASME A17.1, for elevators, dumbwaiters, escalators, moving walks. A log book of all tests shall be maintained at the job site.

2.3.1.3. Under this agreement, the Contractor shall not be required to install new attachments or perform tests other than those specified herein as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this contract, unless compensated for such installation or services.

2.3.1.4. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry made by the Contractor, either in its employment practices nor in performing its services under this Agreement.

2.3.2. LICENSES AND PERMITS:

2.3.2.1. The Contractor shall obtain and pay for all permits necessary for execution of any elevator work with the exception of permits to operate.

2.3.3. CODES AND ORDINANCES:

2.3.3.1. All the work covered by these specifications is to be done in full accord with the state and local codes, ordinances and the ASME A17.1 elevator safety orders as are in effect at the time of the execution of the contact. All of the requirements of the local Building Department are to be fulfilled by the Contractor except for inspection fees as outlined in the following paragraph.

2.3.3.2. The Contractor shall also provide maintenance and/or repairs to comply with any violation of the Governing Agencies and recommendations of casualty companies on due notice from the Owner, provided that such violations or recommendations did not exist prior to the date of the contract or after issuance by either party of any 30 day cancellation notice. The requirement of any new attachments or parts on the elevator, in addition to those on the now existing equipment, shall be the responsibility of the Owner.

2.3.4. CERTIFICATE OF INSPECTION/PERMIT TO OPERATE:

2.3.4.1. State or City inspection fees shall be paid by the Contractor. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.

2.3.5. OWNER'S RIGHT TO INSPECT AND REQUIRE WORK:

2.3.5.1. Owner reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense.

2.3.6. LABOR LAWS:

2.3.6.1. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state and local labor laws, and collective bargaining agreements.

2.3.6.2. Contractor agrees that it will cause all work which is to be performed as described herein to be done in such a manner as to maintain harmonious labor relations with all other contractors and/or labor employed by Owner at the property. During the term of this agreement the Contractor warrants that the delivery of services described herein will never be adversely affected by any strike vote by those of its employees who are members of a collective bargaining agreement, whether a direct or sympathetic vote, at any time.

2.4. MATERIALS AND SITE CONDITIONS:

2.4.1. CLEANING AND PAINTING:

2.4.1.1. The Contractor shall clean equipment, machine room, machinery space, hoistway and pit. The cleaning shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment for the duration of the service contract.

2.4.1.1.1. The Contractor shall not be responsible for cleaning any equipment made necessary by reasons beyond the service Contractor's reasonable control or as a result of improper janitorial or building maintenance functions.

2.4.1.1.2. The Contractor shall report to the Owner the need for cleaning and/or repair of building items.

2.4.2. PROTECTION OF WORK AND PROPERTY:

2.4.2.1. The Contractor shall take all necessary precautions during the period of service to continuously maintain adequate protection of all his work from damage and shall protect the Owners' property from injury or loss arising out of this contract. The Contractor shall repair or replace at Contractor's expense, any damaged property caused by lack of said precautions. The Contractor shall compensate Owner for any injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. In addition, said barricades shall be of a commercially available, professional, or industry standard variety, and aesthetically maintained (clean, painted, kept in good repair, etc.).

2.4.3. PERIODIC VISITS TO THE SITE:

2.4.3.1. The Contractor shall make a minimum of monthly visits to each site and shall perform all necessary adjustments and service requirements as indicated on the preventive maintenance and lubrication charts and schedules as recommended by the elevator manufacturer.

2.4.4. DEMAND VISITS TO THE SITE:

2.4.4.1. The Contractor shall also provide maintenance service promptly when called by the Owner for any conditions that require adjustments, replacement or repair.

2.4.4.2. Emergency service shall be rendered within one-half (½) hour during operating hours and one (1) hour during non-operating hours from the time a call is placed for emergency service.

2.4.5. WORK HOURS:

2.4.5.1. All normal maintenance work shall be performed during operating hours on regular working days of the Elevator Trade.

2.4.5.2. The Contractor shall stand ready and be available to perform overtime work, service, and/or repairs when requested to do so by the Owner. All overtime work not otherwise included shall be billed to the Owner as an extra charge at the Contractors agreed to overtime labor rates indicated in the appendices.

2.4.5.3. Provide overtime callbacks at no cost to the Owner in the event:

2.4.5.3.1. People are trapped.

2.4.5.3.2. More than one (1) car is out of service.

2.4.5.3.3. The group dispatching malfunctions.

2.4.5.3.4. A safety or potential safety problem exists.

2.4.5.4. During the IUEC Local's designated regular hours, the Owner, at its option, may request callback or normal service at no additional cost.

2.4.5.4.1. If additional overtime work is required, Owner will pay only the difference between normal and overtime labor at the hourly rates indicated in Appendix B.

2.4.6. USE OF SITE:

2.4.6.1. The normal operating hours are 6:00 a.m. to 6:00 p.m., Monday through Friday.

2.4.6.2. It shall be the responsibility of Contractor's service personnel to log in and out, where directed by Owner's representative, each time the site is visited for either a routine or demand service check. An itemized service ticket indicating the work accomplished shall be left with the representative after each visit. A sample shall be provided by the Contractor and attach to this bid.

2.4.6.3. Upon completion of the work, service personnel shall return to the sign in point to log out.

2.4.6.4. If any, the service technician shall be responsible for compliance with the building's work order system. Work orders will be checked a minimum of twice a day.

2.4.6.5. In addition, at the conclusion of each visit, all keys shall be returned to the building engineers' office or the security desk. No material, keys, documents, or other information is to be removed from the property. Anyone removing these items will be required to return said items immediately to the property and at no additional cost to the Owner.

2.4.6.6. All work shall be performed without unnecessary interference to the Owner. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not reasonably encumber the site with any materials or equipment.

2.4.6.7. Removal of elevators from service shall be coordinated with and approved by the Owner or its Representative. Owner agrees to permit Contractor to remove units from service for a reasonable time in order to perform maintenance thereon.

2.4.6.8. The Contractor shall not remove more than one elevator per bank from service at a time for preventive maintenance, inspection or test during the normal operating hours noted above without prior approval of the Owner or his/her designated representative, except when failure to do so would clearly endanger human life or cause major damage to the equipment or property.

ATTACHMENT H

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2005-27

Bid for Elevator Maintenance Service for the City of Torrance

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PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, June 2, 2005

The ***ORIGINAL COPY*** of the PROPOSAL must be submitted in a sealed envelope and marked with the Bid number and title

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Bidder's Response (Section III of this document) You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Bidder's Affidavit (Attachment 1)
- Bid Bond (Attachment 2)
- Appendix A through Appendix E, Except Appendix D
- **Upon award of contract, proof of Insurance and business license permit, as indicated in this Bid, must be submitted to the City Clerk.**

MANDATORY JOB WALK/PRE-BIDDERS CONFERENCE

On Wednesday, May 11th, 2005 at 10:00 AM starting at the Stanley Remelmeyer Cable Bldg.
Located at 3350 Civic Center Drive, Torrance, CA 90503

Any questions regarding this bid should be directed to:

*** Diane Caseltine or Toni Dotter ***
General Services Department
(310) 781-7151/(310) 618-6254

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2005-27

Bid for Elevator Maintenance Service for the City of Torrance

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SECTION I BID INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, June 2, 2005 and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of bids. An original copy of each bid must re- submitted in a sealed envelope and clearly marked: "BID FOR ELEVATOR MAINTENANCE SERVICE FOR THE CITY OF TORRANCE, BID B2005-27"

Bid Form:

The bid must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked Bid for Elevator Maintenance Service for the City of Torrance, Bid B2005-27 and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the bid is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the bid form must be filled in, using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable Bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any bid, and to be the sole judge of the relative merits of the material and or service mentioned in the respective bids received. The City reserves the right to reject any bid not accompanied with all data or information required.

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

All awards shall take into consideration local City of Torrance vendor sales tax rebate of 1%.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the bid has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

The Contract:

The Bidder to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. Copies of this Bid and the Bidder's accepted bid will be attached to and become a part of the contract.

Errors and Omissions:

The Bidder will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Bidder's specifications submitted with its bid. Full instruction will always be given when errors or omissions are discovered.

Registration of Contractors:

If the bidder calls for work to be performed by a Contractor, the Contractor must be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professional Code, of the State of California.

Permits and Licenses:

The Bidder will procure all permits and licenses (including City of Torrance business licenses), pay all required charges and fees. For business license information, contact the City of Torrance Business License Office at (310) 618-5828.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2005-27

Bid for Elevator Maintenance Service for the City of Torrance

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SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the City's requirements to provide Elevator Maintenance service for the City of Torrance. All work must be done in accordance with the specifications contained herein.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Information:

Contract shall be awarded for a period of 3 years with an option to renew annually for an additional 2 years.

Contractor must have a valid C-11 Elevator Contractor License

Proposal Submittals:

Each proposal must contain:
1- Bid Proposal Section III
2- Bidders Affavidit Attachment 1
3- Bid Bond Attachment 2
4- Appendix A- Equipment
5- Appendix B- Hourly Labor Rates
6- Appendix C- Technician and Technical Information
7- Appendix E- Bid Attachments

Note: Appendix D is the elevator performance criteria- not a submittal

Bid Specifications:
Attached Maintenance Bid Document prepared by Lerch Bates & Associates

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2005-27

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:

_____
Name of Company

_____
Address

_____
City/State/Zip Code

_____
Printed Name/Title

_____
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

If incorporated, what state: _____

Federal Tax ID # _____

Business History:

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

_____ years

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

_____

_____

Contractor's License No.: _____ **Class:** _____

a. Date first obtained: _____

b. Has License ever been suspended or revoked? _____
If yes, describe when and why: _____

c. Any current claims against License or Bond? _____
If yes, describe claims: _____

Contact for Additional Information:

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

_____
Name

_____
Title

_____
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

_____ No Addenda received regarding this bid.

References:

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

Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.

1. 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.

ATTACHMENT 1

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
   (Title of Office) (Name of Company)

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

   _____;
   (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 ____ day of _____, 20 _____.

_____
(Bidder Signature)

_____
(Title)

ATTACHMENT 2

BIDDER'S BOND

NOTE: This form need not be used when a Certified Check is submitted as a Bidder's Bond. Annual Bid Bonds are acceptable.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____AS PRINCIPAL

AND _____AS SURETY

are held and firmly bound unto the City of Torrance, State of California, in the sum of _____dollars ($_____) for payment whereof we hereby bind ourselves, our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that, whereas the above bounden _____ is about to hand in and submit to the City Clerk of the City of Torrance the foregoing bid or proposal for the furnishing of articles herein mentioned under invitation of the City Manager contained in the Notice Inviting Bids; and if the bid or proposal of _____shall be accepted and the contract awarded to said named bidder thereupon by said City Manager, and if the said _____ shall fail and neglect to enter into a contract therefore, or to acknowledge receipt of a purchase order thereupon within ten (10) days after the same is awarded to said principal, then the sum guaranteed by this bond is forfeited to the City of Torrance.

Given under our hands and with our seal this ____ day of _____, 20_____ (if corporation, said company subscribing and setting its corporate seal hereto by _____thereto authorized).

_____(Signature)

_____(Seal)
(Principal)

_____(Seal)
(Surety)

_____(Seal)
(Surety)

BID APPENDIX SUBMITTALS

APPENDIX A - EQUIPMENT

ELEVATORS								
UNIT NUMBER	BUILDING DESIGNATION	EQUIPMENT DESCRIPTION	CAPACITY (LBS)	SPEED (F.P.M.)	OPENING/ STOPS	SERVICE PERIOD	SERVICE FREQUENCY	MONTHLY MAINTENANCE FEE
1	Bartlett Senior Housing Passenger	Hydraulic	3500#	125	2/2	Operating hours	Monthly	$
1	Katy Geissert Civic Center Library Passenger	Hydraulic	2500#	100	3/3	Operating hours	Monthly	$
2	Katy Geissert Civic Center Library Passenger	Hydraulic	2500#	100	3/3	Operating hours	Monthly	$
1	City Yard-Transit Garage Passenger	Hydraulic	2500#	125	2/2	Operating hours	Monthly	$
1	City Yard-Services Garage Passenger	Hydraulic	2500#	125	2/2	Operating hours	Monthly	$
2	City Yard-Fleet Service Garage Passenger	Hydraulic	2000#	125	2/2	Operating hours	Monthly	$
1	City Yard-Fleet Service Garage Freight	Hydraulic	12,000#	50	2/2	Operating hours	Monthly	$
1	Airport Tower Passenger	Hydraulic	12,000#	50	4/4	Operating hours	Monthly	$
1	Main City Hall Passenger	Hydraulic	2500#	100	4/4	Operating hours	Monthly	$
1	Main City Hall Service	Hydraulic	2500#	100	4/4	Operating hours	Monthly	$
1	East Annex Building Passenger	Hydraulic	3500#	125	2/2	Operating hours	Monthly	$
1	West Annex Building Passenger	Hydraulic	2100#	125	3/3	Operating hours	Monthly	$
1	Cable Building Passenger	Hydraulic	2000#	100	2/2	Operating hours	Monthly	$
TOTAL FOR ELEVATOR NOS. 1-13								$

APPENDIX B - HOURLY LABOR RATES

REGULAR RATES*	ADJUSTER	MECHANIC	HELPER	PROBATIONARY HELPER
Regular	$	$	$	$
Time and 7/10	$	$	$	$
Double time	$	$	$	$

* Regular rates apply for work performed falling outside of the scope of the Agreement.

OVERTIME RATES* (Premium Only)	ADJUSTER	MECHANIC	HELPER
Time and 7/10	$	$	$
Double time	$	$	$

* Overtime premium rates apply for covered work performed outside of normal working hours.

APPENDIX C - TECHNICIAN AND TECHNICAL INFORMATION

PERSONNEL TO BE ASSIGNED	NAME	YEARS OF EXPERIENCE	YEARS OF EXPERIENCE IN THIS CAPACITY	YEARS OF EXPERIENCE MAINTAINING SIMILAR EQUIPMENT
Primary technician				
Callback technicians (attach additional sheets if necessary)				
Maintenance Supervisor				

ITEM	YES	NO	IF NO, ADDITIONAL COST TO PROVIDE
Can you provide parts ordering manuals, adjusting manuals, lubrication instructions, and maintenance procedure manuals for the type of equipment included in this Agreement?			$
Do you have diagnostic tools for the specified equipment?			$
Can you have two (2) sets of spare boards for group dispatching car controllers immediately available and located on the site at a location designated by the Owner and/or the Owner's Representative upon acceptance of this bid?			$

APPENDIX D - SPECIFIC ELEVATOR PERFORMANCE CRITERIA

ELEVATOR NUMBER	FLOOR-TO-FLOOR TIMES (SECONDS)	DOOR OPENING TIME (SECONDS)	DOOR CLOSING TIME	FLOOR ACCURACY
1-Bartlett Senior Housing	13.0	2.1	Per Code	± ¼ "
1-Katy Geissert Civic Center Library	15.6	2.1	Per Code	± ¼ "
2-Katy Geissert Civic Center Library	18.0	3.1	Per Code	± ¼ "
1-City Yard- Transit Garage	15.0	2.1	Per Code	± ¼ "
1-City Yard- Service Garage	15.0	2.1	Per Code	± ¼ "
1-City Yard- Fleet Service Garage	N/A	N/A	Doors: Minimum of 0.8 fps; maximum of 1.0 fps Gates: Minmum of 1.6 fps; maximum of 2.0 fps	± ¼ "
2-City Yard- Fleet Service Garage	15.0	2.1	Per Code	± ¼ "
1-Airport Tower	Approximately 21.5	2.8	Per Code	± ¼ "
1-Main City Hall (Passenger)	15.2	2.1	Per Code	± ¼ "
1-Main City Hall (Service)	18.7	3.5	Per Code	± ¼ "
1-East Annex Building	14.0	2.1	Per Code	± ¼ "
1-West Annex Building	15.5	2.8	Per Code	± ¼ "
1-Cable Building	16.7	2.8	Per Code	± ¼ "

APPENDIX E - BID ATTACHMENTS

Examples of the following records keeping/reporting forms shall be submitted with this bid:

1. Copy of Preventive Maintenance Plan (check chart) customized for this project. Included: Yes [ ] No [ ]

2. Master Maintenance Calendar to include, but not be limited to, non-routine events such as safety tests, hoistway cleaning, etc. Included: Yes [ ] No [ ]

3. A17.l, Rule 1206.7 Fireman's Service Maintenance/Test log/recording record. Included: Yes [ ] No [ ]

4. Earthquake protection system test log. Included: Yes [ ] No [ ]

5. A17.1, Rule 6 1002.2f (Fireman's Service) and 1002.2g (Emergency Power) test logs. Included: Yes [ ] No [ ]

6. Monthly operational exam report form. Included: Yes [ ] No [ ]

7. Service ticket example. Included: Yes [ ] No [ ]

8. Callback and repair logs. Included: Yes [ ] No [ ]

9. Demonstration of Similar Work: Provide submittal as required by Section 2.4. Included: Yes [ ] No [ ]

LERCH, BATES & ASSOCIATES INC.
ELEVATOR CONSULTING GROUP

CITY OF TORRANCE
TORRANCE, CALIFORNIA

Vertical Transportation
Maintenance Bid Document

Prepared for:
MS. DIANE CASELTINE
CITY OF TORRANCE
GENERAL SERVICES DEPT.
3350 CIVIC CENTER DRIVE
TORRANCE, CALIFORNIA 90503

Prepared by:
JANICE E. SERRANO
PROJECT MANAGER

1. BIDDING INFORMATION

1.1. INSTRUCTION TO BIDDERS:

1.1.1. EVALUATION OF PROPOSALS: The Owner's analysis and evaluation of proposals for the purpose of making the contract award will include the following (not necessarily listed in the order of importance):

1.1.1.1. Total cost of the maintenance program.

1.1.1.2. Completeness of the bidder's proposal, including all information and material required to be submitted therewith.

1.1.1.3. Company maintenance capability in the Greater Los Angeles area and adequate staffing to respond to callbacks during operating and non-operating hours.

1.1.1.4. Bidder's experience level and available technical information on the equipment for this specific project.

1.1.1.5. Hourly rates for work beyond the scope of this contract and specifications.

1.1.1.6. Compliance with the bid documents.

2. CONDITIONS OF THE CONTRACT

2.1. GENERAL CONDITIONS:

2.1.1. DEFINITIONS OF PERFORMANCE CRITERIA TERMS:

2.1.1.1. Floor-to-floor times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open (per schedule).

2.1.1.2. Door opening times are measured from start of car door open until doors are 1" from the fully open position (per schedule).

2.1.1.3. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.

2.1.1.4. Stopping accuracy shall be measured under all load conditions.

2.1.1.5. Variance from rated speed, regardless of load, shall not exceed ±3%.

2.1.1.6. To maintain a comfortable ride, the Contractor shall maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.

2.1.1.7. Contractor shall maintain door dwell times and nudging time within the parameters of the Americans with Disabilities' Act.

2.1.1.8. Shutdowns for emergency minor adjustment callbacks shall be minimized. Verifiable shutdown frequency shall be maintained at .3 per unit per month or less based on the previous 90 day's data.

2.1.1.9. Contractor agrees to annually, at a minimum, check and adjust the group dispatching system on groups of three or more cars and make necessary tests to ensure all circuits and time settings are properly adjusted at any time

proper adjustment is questioned. Consistent scheduled system adjustment procedures shall be performed to minimize response time to registered car and hall calls.

2.1.1.10. Noise and Vibration Control:

2.1.1.10.1. Elevator equipment shall be maintained and adjusted to meet the performance requirements specified herein within the following parameters:

2.1.1.10.2. Horizontal acceleration within cars during all riding and door operating conditions shall not exceed 15 mg in the 10 Hz range.

2.1.1.10.3. Acceleration and deceleration shall be constant and not exceed 5 feet/second^2 with an initial ramp between 0.5 and 0.75 seconds.

2.1.1.10.4. Sustained jerk shall not exceed 10 feet/second^3.

2.1.1.10.5. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 DBA under any condition including ventilation blower on highest speed.

2.1.1.10.6. In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel. Performance requirements indicated are minimum standards, and are not the sole criteria for judging the Contractor's performance.

2.1.1.10.7. A part shall be classified "obsolete" when it is no longer available from the original equipment manufacturer or from suppliers of original equipment manufacturer's authorized parts. Identify obsolete parts at the time of bidding.

2.1.2. CHANGES AND EXTRA WORK:

2.1.2.1. The Owner or Owner's Representative may at any time, by written order, make changes within the general scope of the contract in the work and service to be performed. If any such case causes an increase or decrease in the Contractor's cost of, or in the time required for, performance of this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of changes, unless the Owner and/or Owner's Representative grants a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the "Disputes" clause of this contract, but nothing provided in the clause shall excuse the Contractor from proceeding with the prosecution of the work as charged.

2.1.2.2. The Contractor shall make no additions, changes, alterations or omissions, or perform extra work, except on prior written authorization of the Owner.

2.1.2.3. The Owner reserves the right to competitively bid any additional work not covered by this maintenance agreement, at its discretion.

2.1.3. CONTRACT ADMINISTRATION:

2.1.3.1. The Owner and/or Owner's Representative shall be responsible to:

2.1.3.1.1. Approve changes or replacement of components.

2.1.3.1.2. Approve the Contractor's maintained record of time and materials used for the job.

2.1.3.1.3. Approve Contractor's master maintenance calendar.

2.1.3.1.4. Inspect, or cause to be inspected, all work performed and authorize payment upon acceptance.

2.1.3.2. All records of maintenance, repair, alteration, etc., required by this contract, shall be kept on site and be made immediately available to the Owner upon request.

2.1.4. AUDIT PROVISIONS:

2.1.4.1. Owner shall have the right to examine the Contractor(s) records pertaining to work performed under the contract and to determine and verify the compliance with all contractual conditions. The Owner shall be granted access to such records at all reasonable times during the contract period and for three (3) years following contract expiration. Instructions for locating the maintenance control program shall be located in or on the controller along with the Contractor's telephone number.

2.2. SERVICES:

2.2.1. DUTIES OF CONTRACTOR:

2.2.1.1. Contractor shall furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide full-preventive maintenance, adjustment, replacement and repair service for the complete vertical transportation system described herein.

2.2.1.2. Contractor agrees to furnish the necessary personnel, as specified in 2.2.4.1 and presented in the appendices, exclusive of callbacks, repair work, travel time, or billable work not covered by this contract.

2.2.1.3. Normal response time to trouble calls during operating hours shall be less than ½ hour. Response time to trouble calls during non-operating hours shall be a maximum of 1 hour.

2.2.2. EXTENT OF THE WORK:

2.2.2.1. Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

2.2.2.1.1. Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate, test, and adjust the vertical transportation equipment and provide emergency call-back service per this agreement, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the following exclusions only:

2.2.2.1.1.1. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear and normal use.

2.2.2.1.1.2. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors and communication equipment not installed by an Elevator Contractor, and cleaning of car interiors and exposed portions of sills.

2.2.2.1.1.3. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.

2.2.2.1.1.4. Lamps for normal car and machine room illumination.

2.2.2.2. When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs, and corrections. When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor shall be delivered to the Owner for further action, unless a safety or potential safety problem exists, in which case the Contractor shall immediately correct the problem at the least expense possible to the Owner.

2.2.2.3. In performing the indicated work, Contractor agrees to provide parts used by the Manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the Manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Owner.

2.2.2.4. Parts requiring repair shall be rebuilt to "as new" condition. No parts or vertical transportation equipment covered under this contract may be permanently removed from the jobsite without written approval by the Owner. This does not include renewal parts stocked on the job by Contractor, which shall remain its sole property until installed for use on the equipment.

2.2.3. EXAMINATION, TESTING, AND SCOPE OF SERVICES:

2.2.3.1. OPERATION EXAMINATION:

2.2.3.1.1. Contractor shall conduct monthly testing of the equipment response to the operation of every control customarily used by passengers or users of the equipment in normal operation.

2.2.3.1.2. In carrying out the above test, Contractor will use expert professional visual and audible senses to identify any improper operation in equipment involved including rotation machinery, suspension system, guides, door operating mechanisms, indicating lights, alarms, control systems and logic of the system.

2.2.3.1.3. Perform a visual and audible inspection of all system machinery accessible (without disassembly) in machinery rooms, hoistways, etc. monthly.

2.2.3.1.4. Conduct monthly report on completion of operational examination on each unit using an approved reporting form, a sample of which is to be attached to this proposal as per Appendix E.

2.2.3.1.5. Provide all testing required of the Owner by applicable Codes, by ASME A17.1, and as required herein, and provide reports thereof. Provide during non-operating hours, if required.

2.2.3.2. PERFORMANCE OF REPAIRS, ADJUSTMENTS, AND OTHER MAINTENANCE:

2.2.3.2.1. When, as a result of an operational examination, performance of preventive maintenance, performance of periodic testing, inspection or observation by the Owner and/or Owner's Representative and/or Elevator Consultant or his/her representatives, corrective action is found to be necessary, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections necessary to restore the equipment to normal operation.

2.2.3.2.2. The Contractor shall be responsible for all necessary repairs, adjustments, and parts renewal to all vertical transportation system components except as hereinafter excluded. This also includes static loading of the car as required to set automatic control limit devices.

2.2.3.2.3. Deficiencies of an emergency nature shall be communicated to the Owner or his/her representative immediately and followed up in written form.

2.2.3.2.4. Repairs or renewals necessitated by Owner and/or Owner's Representative's negligence, accidents, misuse, storm, fire, flood, earthquake, or water damage, or due to any cause beyond the Contractor's control shall be the responsibility of the Owner. Authorization for the Contractor to accomplish such work shall be provided in writing by the Owner and/or Owner's Representative. Such authorization is not to be considered automatic and Owner retains the right to competitively bid all such work.

2.2.3.2.5. When, in the opinion of the Contractor, such work is considered, within the terms of this contract, to be the responsibility of the Owner and/or Owner's Representative rather than the Contractor, a written report shall be delivered to the Owner and/or Owner's Representative's office for further action.

2.2.3.2.6. The Owner and/or Owner's Representative shall be responsible for repairs or renewals of car enclosure, machine room enclosure, and shaft way enclosure.

2.2.4. PREVENTIVE MAINTENANCE AND REPAIR SERVICE PROGRAM:

2.2.4.1. The Contractor shall provide all management, supervision, labor, material, supplies, tools and equipment necessary to deliver, for the term specified in this Agreement, a preventive maintenance and repair service program. The program must be based upon preventive maintenance requirements of the original equipment manufacturers. The program submitted should state for each category of equipment what components are to receive periodic maintenance/testing, the actions to be conducted, and the frequency of the actions, including the following:

2.2.4.1.1. Contractor agrees to furnish a mechanic for routine, preventive maintenance work for a minimum of 6.5 or more hours per week,

exclusive of regular or overtime callbacks, emergency repair, travel time, billable work not covered by this contract, or scheduled repair hours.

2.2.4.1.2. The preventive maintenance program shall provide for equipment lubrication. Lubricants shall be applied at intervals recommended by the original equipment manufacturer, shall be suitable for the purpose intended, and shall meet or exceed the specifications of the original equipment manufacturer.

2.2.4.1.3. Provide complete written report, to the Owner and/or the Owner's Representative, indicating results of the preventive maintenance actions on each unit using a form approved by Owner and/or Owner's Representative on a monthly basis.

2.2.4.1.4. Conduct monthly operational examinations and provide a written report thereof with a copy to the Owner and/or the Owner's Representative.

2.2.4.1.5. Quarterly, the Contractor shall provide and review with the Owner a summary of all callbacks. The intent of this quarterly summary is to minimize callbacks by keeping the Contractor and Owner aware of callback trends.

2.2.4.1.6. Contractor shall provide an annual written report outlining system performance. Report shall include data verifying average system response time and appropriate breakdowns of call distribution. Initial report shall be submitted no later than 3 months after initiation of contract and every year thereafter.

2.2.4.1.7. Maintenance, repairs, or replacement of the following elevator equipment, is not to be considered as part of the minimum number of hours for performing preventive maintenance as previously stated:

2.2.4.1.7.1. Systematic cleaning of machine room, hoistway, top of car, door locks, rails, etc., shall be additional required work man-hours by the Contractor at no cost to the Owner.

2.2.4.1.7.2. Renewals of hoist ropes as required by the Owner shall be additional required work man-hours by the Contractor at no cost to the Owner.

2.2.4.1.7.3. Safety tests as required of the Owner and by the specifications shall be additional required work man-hours by the Contractor at no cost to the Owner. Fees for re-inspection, due to failure to eliminate deficiencies covered by the maintenance agreement, shall be paid by the Contractor.

2.2.5. MAINTENANCE SCHEDULE:

2.2.5.1. Upon signing of the contract, the Contractor shall verify in writing the maintenance schedule and provide a copy to the Owner and/or the Owner's Representative.

2.2.5.2. Any changes in the maintenance schedule must be pre-approved by the Owner and/or Owner's Representative. Contractor shall provide in writing the reasons for the requested change of schedule and the new proposed schedule.

2.2.6. TESTING REQUIRED BY APPLICABLE CODES AND CONTRACT DOCUMENTS:

2.2.6.1. The Contractor shall act as the Owner and/or Owner's Representative's agent for conducting or assisting in the conducting of all tests and inspections required for vertical transportation equipment as part of this Agreement. Testing performed not within normal operating hours shall be at the sole cost and expense of Contractor.

2.2.6.1.1. Periodic tests:

2.2.6.1.1.1. As required by the ASME A17.1 Safety Code for Elevators and Escalators, including compliance with the ASME A17.2 2001 Inspectors' Manual.

2.2.6.1.1.2. Perform monthly inspection and testing of the firefighters' service in accordance with ASME A17.1 Rule 1002.2f and standby power operation in accordance with ASME A17.1 Rule 1002.2g. Conduct test of fireman's service 12 times per year per A17.1, Rule 1206.7. Contractor will post a log in each machine room showing all results of such testing.

2.2.6.1.1.3. When testing is required during operating hours, Contractor shall coordinate with the Owner and code authorities as to minimize disruptions of service to the building. Owner retains the right to have testing performed during non-operating hours when possible.

2.2.6.1.1.4. Contractor shall assist with regional, municipal, or other authority-required testing conducted by the State of California, City of Torrance or other City agent or Owner's duly certified, or otherwise qualified, tester.

2.2.6.1.1.5. When required by local code authority, assist in routine periodic inspection.

2.2.6.1.1.6. Test of earthquake protection devices shall occur at six (6) month intervals. A record of such testing shall be kept and posted in the machine room(s).

2.2.6.2. Contractor shall affix metal tags to the tested devices clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

2.2.6.3. Contractor shall affix and maintain Car/State number designation on all elevator equipment in the machine room and pit including hoist machine, controller, car crosshead, electrical disconnect, buffer, etc. Contractor shall maintain Code data tags.

2.2.6.4. Complete all repairs found to be necessary as a result of the above examinations, inspections and tests, except those which are caused by negligence, abuse, misuse, or obsolescence of the equipment or by other than ordinary wear and tear not caused by the Contractor.

2.2.7. BREAKDOWNS AND SHUTDOWNS:

2.2.7.1. Minor breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, or electrical or mechanical adjustments, will not keep the respective elevator out of service longer than one (1) day (24 hours).

2.2.7.2. Under no circumstances will any major shutdown or breakdown last longer than three (3) days (72 hours). This includes the locating of the trouble, procurement of parts, the installation of these parts and the replacing of the respective elevator back into safe uninterrupted operation. The Contractor must be so equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and the Contractor will be considered in default, giving sufficient justification to the Owner to obtain these services from Contractors who can provide the Owner with uninterrupted elevator service.

2.2.7.3. In the event that the Owner is caused to take over the work and prosecute it to completion by contract or otherwise, the Contractor and their sureties (if any), shall be liable to the Owner for any additional cost occasioned by the Owner, previous to the termination of the contract.

2.2.7.4. In addition, the Contractor shall comply with the specified Callback Service requirements.

2.3. LAWS, PERMITS, CODE COMPLIANCE, AND INSPECTIONS:

2.3.1. LAWS AND REGULATIONS:

2.3.1.1. In the performance of this contract, the Contractor agrees it will, without additional expense to the Owner, abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

2.3.1.2. Contractor shall make periodic tests and maintenance inspections of all equipment as required by current applicable safety codes, including ASME A17.1, for elevators, dumbwaiters, escalators, moving walks. A log book of all tests shall be maintained at the job site.

2.3.1.3. Under this agreement, the Contractor shall not be required to install new attachments or perform tests other than those specified herein as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this contract, unless compensated for such installation or services.

2.3.1.4. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry made by the Contractor, either in its employment practices nor in performing its services under this Agreement.

2.3.2. LICENSES AND PERMITS:

2.3.2.1. The Contractor shall obtain and pay for all permits necessary for execution of any elevator work with the exception of permits to operate.

2.3.3. CODES AND ORDINANCES:

2.3.3.1. All the work covered by these specifications is to be done in full accord with the state and local codes, ordinances and the ASME A17.1 elevator safety orders as are in effect at the time of the execution of the contact. All of the requirements of the local Building Department are to be fulfilled by the Contractor except for inspection fees as outlined in the following paragraph.

2.3.3.2. The Contractor shall also provide maintenance and/or repairs to comply with any violation of the Governing Agencies and recommendations of casualty companies on due notice from the Owner, provided that such violations or recommendations did not exist prior to the date of the contract or after issuance by either party of any 30 day cancellation notice. The requirement of any new attachments or parts on the elevator, in addition to those on the now existing equipment, shall be the responsibility of the Owner.

2.3.4. CERTIFICATE OF INSPECTION/PERMIT TO OPERATE:

2.3.4.1. State or City inspection fees shall be paid by the Contractor. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.

2.3.5. OWNER'S RIGHT TO INSPECT AND REQUIRE WORK:

2.3.5.1. Owner reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense.

2.3.6. LABOR LAWS:

2.3.6.1. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state and local labor laws, and collective bargaining agreements.

2.3.6.2. Contractor agrees that it will cause all work which is to be performed as described herein to be done in such a manner as to maintain harmonious labor relations with all other contractors and/or labor employed by Owner at the property. During the term of this agreement the Contractor warrants that the delivery of services described herein will never be adversely affected by any strike vote by those of its employees who are members of a collective bargaining agreement, whether a direct or sympathetic vote, at any time.

2.4. MATERIALS AND SITE CONDITIONS:

2.4.1. CLEANING AND PAINTING:

2.4.1.1. The Contractor shall clean equipment, machine room, machinery space, hoistway and pit. The cleaning shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment for the duration of the service contract.

2.4.1.1.1. The Contractor shall not be responsible for cleaning any equipment made necessary by reasons beyond the service Contractor's reasonable control or as a result of improper janitorial or building maintenance functions.

2.4.1.1.2. The Contractor shall report to the Owner the need for cleaning and/or repair of building items.

2.4.2. PROTECTION OF WORK AND PROPERTY:

2.4.2.1. The Contractor shall take all necessary precautions during the period of service to continuously maintain adequate protection of all his work from damage and shall protect the Owners' property from injury or loss arising out of this contract. The Contractor shall repair or replace at Contractor's expense, any damaged property caused by lack of said precautions. The Contractor shall compensate Owner for any injury or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. In addition, said barricades shall be of a commercially available, professional, or industry standard variety, and aesthetically maintained (clean, painted, kept in good repair, etc.).

2.4.3. PERIODIC VISITS TO THE SITE:

2.4.3.1. The Contractor shall make a minimum of monthly visits to each site and shall perform all necessary adjustments and service requirements as indicated on the preventive maintenance and lubrication charts and schedules as recommended by the elevator manufacturer.

2.4.4. DEMAND VISITS TO THE SITE:

2.4.4.1. The Contractor shall also provide maintenance service promptly when called by the Owner for any conditions that require adjustments, replacement or repair.

2.4.4.2. Emergency service shall be rendered within one-half (½) hour during operating hours and one (1) hour during non-operating hours from the time a call is placed for emergency service.

2.4.5. WORK HOURS:

2.4.5.1. All normal maintenance work shall be performed during operating hours on regular working days of the Elevator Trade.

2.4.5.2. The Contractor shall stand ready and be available to perform overtime work, service, and/or repairs when requested to do so by the Owner. All overtime work not otherwise included shall be billed to the Owner as an extra charge at the Contractors agreed to overtime labor rates indicated in the appendices.

2.4.5.3. Provide overtime callbacks at no cost to the Owner in the event:

2.4.5.3.1. People are trapped.

2.4.5.3.2. More than one (1) car is out of service.

2.4.5.3.3. The group dispatching malfunctions.

2.4.5.3.4. A safety or potential safety problem exists.

2.4.5.4. During the IUEC Local's designated regular hours, the Owner, at its option, may request callback or normal service at no additional cost.

2.4.5.4.1. If additional overtime work is required, Owner will pay only the difference between normal and overtime labor at the hourly rates indicated in Appendix B.

2.4.6. USE OF SITE:

2.4.6.1. The normal operating hours are 6:00 a.m. to 6:00 p.m., Monday through Friday.

2.4.6.2. It shall be the responsibility of Contractor's service personnel to log in and out, where directed by Owner's representative, each time the site is visited for either a routine or demand service check. An itemized service ticket indicating the work accomplished shall be left with the representative after each visit. A sample shall be provided by the Contractor and attach to this bid.

2.4.6.3. Upon completion of the work, service personnel shall return to the sign in point to log out.

2.4.6.4. If any, the service technician shall be responsible for compliance with the building's work order system. Work orders will be checked a minimum of twice a day.

2.4.6.5. In addition, at the conclusion of each visit, all keys shall be returned to the building engineers' office or the security desk. No material, keys, documents, or other information is to be removed from the property. Anyone removing these items will be required to return said items immediately to the property and at no additional cost to the Owner.

2.4.6.6. All work shall be performed without unnecessary interference to the Owner. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not reasonably encumber the site with any materials or equipment.

2.4.6.7. Removal of elevators from service shall be coordinated with and approved by the Owner or its Representative. Owner agrees to permit Contractor to remove units from service for a reasonable time in order to perform maintenance thereon.

2.4.6.8. The Contractor shall not remove more than one elevator per bank from service at a time for preventive maintenance, inspection or test during the normal operating hours noted above without prior approval of the Owner or his/her designated representative, except when failure to do so would clearly endanger human life or cause major damage to the equipment or property.

2.4.7. WASTE DISPOSAL AND REMOVAL OF EQUIPMENT:

2.4.7.1. The Contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by its operations and from leaks and spillage from equipment, and leave the premises at completion in perfect condition as far as its work is concerned to the Owner's complete satisfaction. In addition, upon completion of the work, Contractor shall remove tools, equipment, machinery and surplus materials and shall clean all building surfaces and leave the work area clean.

2.4.7.2. All hazardous waste, including but not limited to solvents, paints, oil, soiled rags, etc., will be promptly disposed of in accordance with all laws and regulations at no additional cost to the Owner.

2.4.8. STORAGE OF MATERIALS:

2.4.8.1. Only materials to be used in order to perform the services specified herein are to be stored at the job site. Contractor shall confine storage of materials to limits approved by Owner and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load.

2.4.8.2. Chemical Information List: Prior to the commencement of work, the Contractor shall provide the Owner with a chemical information list and MSDS forms, upon execution of the contract and along with each subsequent delivery (OSHA form 20 or equivalent) for all hazardous or toxic materials which the Contractor anticipates bringing onto the property.

2.4.8.2.1. It shall be the Contractor's responsibility to update this information, and notify the Owner or Owner's Representative in writing, prior to the introduction of a hazardous or toxic product to the work place.

2.4.8.2.2. Compliance with Proposition 65 is mandatory.

2.4.8.2.3. Information relating to the quantity, storage, and type of chemicals must be provided in a format as to comply with the City of Torrance Fire Department Hazardous Material Business Plan requirements.

2.4.9. PARTS:

2.4.9.1. Parts installed on the elevators covered by this Agreement, either as preventive maintenance replacements and/or repairs, shall be supplied by, or authorized by, the original equipment manufacturer.

2.4.9.2. The Contractor, by accepting and agreeing to the terms of this Agreement, certifies that it recognized the importance of maintaining the original integrity of the elevator system and that it has a sufficient quantity of the necessary original equipment manufacturer's parts, or authorized parts, on hand to engage itself in this contract. Also, the Contractor shall likewise certify that it is not financially (or otherwise) encumbered with any vendor or supplier in any manner that would now or at any time during the term of this contract limit the Contractor's ability to obtain parts, lubricants, service schedules and preventive maintenance bulletins relating to the equipment covered by this specification/contract.

2.4.9.3. The Contractor shall maintain a current inventory of Contractor supplied spared parts at the jobsite. All non-operating parts will be considered the property of the Contractor.

2.4.9.4. The Contractor shall maintain a supply of contacts, coils, leads motor brushes, generator brushes, door rollers, lubricants, wiping cloths, and other minor parts in elevator machine room for the performance of routine preventive maintenance.

2.4.9.5. The Contractor shall maintain a supply of spare lending and replacement parts in their warehouse inventory. This inventory shall include, but is not limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes and/or cables, door hangers, door rollers, hoistway limit switches, traveling cable, etc.

2.4.10. MATERIALS AND WORKMANSHIP:

2.4.10.1. All materials and equipment furnished shall be new and the best of their respective kinds. Installation shall be in a neat, accurate, workmanlike manner and be subject to the approval of the Elevator Consultant. All materials and equipment provided shall conform to the regulations of the bodies having jurisdiction. The Contractor shall furnish for approval all samples as directed and material shall be in accordance with approved samples.

2.4.10.2. The work shall be under the general direction of the Contractor but subject to the inspection of the Owner and/or Owner's Representative, who may require the Contractor to correct defective workmanship and materials without cost to the Owner.

2.4.10.3. All materials and practices which are necessary, or which are normally provided or performed in order to accomplish the desired results shall be furnished by the Contractor at the contract price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

2.4.11. GUARANTEE OF WORK:

2.4.11.1. The Contractor shall guarantee that the materials and workmanship of the apparatus provided under this contract shall meet specified requirements in every respect. In addition, the Contractor shall repair or replace any defective materials or workmanship, including those due to ordinary wear and tear, but excluding those due to improper use. Neither the monthly payment nor any provision of the contract documents shall relieve the Contractor of the extent and period provided by law and upon written notice he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom.

2.4.11.2. The same guarantee shall be applicable in the event equipment is modified or new equipment is installed, and in no case shall the guarantee be less than the maximum period permitted by law or a period of two (2) years, whichever is greater.

2.4.11.3. The guarantee for all work performed under this Agreement shall start from the date of contract award.

2.4.12. CARTAGE & HOISTING:

2.4.12.1. All required hoisting and movement to, on and from the jobsite of new equipment, reused equipment or removal of existing equipment shall be the responsibility of the Contractor.

2.4.12.2. All movement of materials shall be coordinated with the Owner and shall not disturb, interfere, or interrupt the normal operation of the building and/or tenants. Upon coordination and written approval by the Owner, if necessary, materials may be moved after normal hours at the sole expense of the Contractor.

2.5. RECORDS/REPORTING:

2.5.1. DRAWINGS:

2.5.1.1. Wiring diagrams shall not be available for review prior to bid. The bidders shall assume that it may by necessary to purchase wiring diagrams after award.

2.5.1.2. Contractor shall maintain Owner's complete set of straight-line wiring diagrams showing "as-built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades. The Owner may reproduce these "as-built" drawings and retains sole possession and ownership of these drawings in event contract is terminated.

2.5.2. MAINTENANCE RECORDS:

2.5.2.1. Records shall be maintained by the maintenance technician on the job site and made available to the Owner at all times. Records maintained on site shall be the property of the Owner. In addition to industry standard records, the maintenance technician will be required to maintain records of the following.

2.5.2.1.1. The maintenance technician shall keep a record of all equipment that is not in service, including date, time, and other pertinent information.

2.5.2.1.2. The Contractor shall provide the Owner with a monthly log of all repairs and adjustments maintained under this Agreement. Logs shall be maintained, complete, on site.

2.5.2.1.3. In addition, the maintenance technician shall maintain any records, logs, or information as may be requested by the Owner. Records shall indicate compliance with ASME A17.1.

2.5.3. INFORMATION AND LIBRARY REQUIREMENTS:

2.5.3.1. The Contractor shall have and maintain, for the duration of the contract term, a reference library of information containing (but not limited to) the applicable and current ASME A17.1 Safety Codes for Elevators and Escalators, current ASME A17.2.1 1993 Inspector's Manual, California Code of Regulations Titles 8 and 24, manufacturers equipment maintenance schedules, original manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), layouts, parts and assembly list, and other basic information needed to properly test, adjust and maintain the equipment covered by this contract. If technical documentation unique to the Owner's installation is not available from the Owner the Contractor shall notify the Owner and advise and assist the Owner in acquiring the information.

2.5.3.2. The Contractor will be required to provide sufficient instructions to designated employees of the Owner on operational procedures. Instructions should be comprehensive so that designated employees will be able to cope with other emergencies and simple problems which require prompt handling on the part of the Owner's staff.

2.5.3.3. General elevator familiarization instruction shall be given to the Owner's maintenance personnel such as to allow them to evaluate reported failures prior to calling contract personnel. Instructions will be given at a time mutually agreeable to the Owner and the Contractor. Whenever needed, the Owner will furnish space for the handling of their instructions. The Owner reserves the right to have this procedure held every six (6) months (if deemed necessary) during the life of the contract.

2.5.4. SCHEDULES AND WORK LOGS:

2.5.4.1. The Contractor shall post a preventive maintenance schedule and a work log in each machine room or make same available via electronic medium. The log shall include all entries for routine maintenance and repairs, including supervisor's surveys. A separate log shall be kept for each testing procedure required by code and/or this document. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed (including number of elevators serviced) and the approximate time required for the work. Owner may inspect and copy the logs and maintenance schedules at any time.

2.6. PERSONNEL:

2.6.1. CORPORATE AND LOCAL OFFICE EXPERIENCE:

2.6.1.1. The Contractor shall demonstrate a capability of maintaining the types of equipment installed in this building. This capability shall include trained maintenance technicians, on-call technicians (for emergency service), supervisors and engineering support. Timely engineering support shall be available to the technician on demand.

2.6.1.2. The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator service and repair persons directly employed and supervised by Contractor. Any and all employees performing work under this contract shall be satisfactory to the Owner and/or Owner's Representative.

2.6.2. CONTRACTOR'S SUPERVISOR:

2.6.2.1. All preventive maintenance and repairs executed by routine service and repair personnel shall be under the direct supervision of a full time service supervisor employed by the Contractor.

2.6.2.2. The Contractor shall assign a competent supervisor for the project who is satisfactory to the Owner. The supervisor shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

2.6.3. MAINTENANCE TECHNICIAN (see Appendices):

2.6.3.1. The Contractor shall assign a competent technician who is specifically trained and experienced in the care and maintenance of equipment similar to the type of equipment installed in the building and is knowledgeable in troubleshooting, diagnostics techniques, and repair of the equipment to be maintained at this site. The technician shall have a minimum of 5 years experience with this type of equipment and shall be thoroughly qualified in all respects to perform the maintenance and repairs which may become necessary during the terms of this contract.

2.6.3.2. The Contractor shall have and maintain backup technicians who are equally qualified in all respects to assume the responsibilities of the maintenance of the elevators covered by this Agreement in the event of sickness or other causes of absence of the assigned technicians.

2.6.3.3. The Contractor shall provide a list of all regular service technicians, backup technicians, technical support personnel, and service supervisors. The list shall include training and experience credentials of each. Each shall be specifically trained and experienced in the care and maintenance of equipment similar to the type of equipment in the building. Any changes which may occur in personnel during the term of this contract must be approved in writing by the Owner.

2.6.3.4. The Contractor shall have and maintain technical support personnel who are specifically trained and experienced in the adjusting and trouble shooting of equipment similar to the type covered by this Agreement. Personnel shall be available at all times to support or assist assigned technicians.

2.6.3.5. The technician's qualifications, manner, and professionalism shall be acceptable to the Owner. Owner retains the right to demand replacement of the technician upon request.

2.6.3.6. Under no conditions shall the assigned maintenance technician be reassigned, without previous written consent from the Owner.

2.6.4. UNIFORMS:

2.6.4.1. All service technicians assigned to routine maintenance, and repair work shall wear approved uniforms as provided by the Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat and clean condition at all times.

2.6.5. EMPLOYEE IDENTIFICATION:

2.6.5.1. Each employee of the Contractor is to carry identification as prepared by the Contractor. Identification information will include the employee's full name, photograph (portrait), company name, address, telephone number, employee's identification number, and the signature and title of the employee's immediate supervisor.

2.6.5.2. Contractor's employees will be required to submit a picture identification card to the security personnel when checking out Owner's keys.

2.6.6. FITNESS FOR DUTY:

2.6.6.1. The Contractor affirms that its employees involved in "work" for the Owner, whether performed on company property, public property, or customers' premises, will comply with the fitness for duty policy as set forth below.

2.6.6.1.1. Owner is not liable for rehabilitation costs or costs involved with termination procedures.

2.6.6.1.2. Any employees of contractors involved in "work" for the Owner, whether performed on company property, public property, or customers' premises, who appear to be under the influence of or are found to have on their persons, on their desks, tool boxes, vehicles, or other such repositories, alcohol or non-medically authorized drugs, or are found to have used or to be using such alcohol/drugs on contract-related "work," will be suspended immediately pending further investigation. Where the verifiable use of illegal drugs while off duty adversely affects any employee's or contractor's job performance, disciplinary action, up to and including discharge, may be imposed. Owner reserves the right to search all vehicles entering or leaving its property. Firearms, explosive devices, incendiary devices, alcoholic beverages, and illegal drugs and drug paraphernalia of any kind or description whatsoever are forbidden on Owner's property. Discovery of any of these items will result in disciplinary action, may lead to criminal prosecution, and may result in cancellation of this Agreement.

2.6.6.2. In addition, Contractor shall take every precaution to prohibit access to the property of any employee currently taking prescription medication which may render that person physically impaired or adversely affect their performance.

2.7. PRICING, PAYMENT, AND ANNUAL ADJUSTMENTS:

2.7.1. PAYMENTS:

2.7.1.1. Owner shall pay Contractor monthly during the term of this agreement for the faithful performance of the services herein required of the Contractor, on all the equipment described herein, and at the price described herein.

2.7.1.2. Payment shall be made upon submission of individual invoices for elevators, on a calendar month basis for all work performed during the previous month. Invoices which include charges for Owner requested work not covered by the specification and/or contract are to be supported by records of "labor and materials", with the approval signature of the Owner or his/her designated representative; and purchase order number, if applicable. All invoices shall be prepared in the format as required by Owner.

2.7.1.2.1. Attached to the invoices shall be a certified payroll indicating the means and number of hours each employee worked during the month and the type of work as follows:

2.7.1.2.1.1. Preventive Maintenance

2.7.1.2.1.2. Repair Work - chargeable and non-chargeable

2.7.1.2.1.3. Emergency Call Back

2.7.1.2.1.4. Safety Tests

2.7.1.2.1.5. Monthly Inspection Reports

2.7.1.2.1.6. Preventive Maintenance Testing, and Repair Work Reports

2.7.1.2.2. Invoices shall be submitted to:

City of Torrance

2.7.2. ANNUAL PRICE ADJUSTMENT:

The original contract shall be for a period of three years with an option to renew up to five years. For each year, commencing on the first anniversary date of this agreement, and on each subsequent anniversary date of this agreement, the contract price shall be adjusted in the following manner:

2.7.2.1. 85% of the original contract price shall be decreased or increased by the percentage of change of the hourly mechanic's labor costs in locality of service as compared to the hourly mechanic's labor costs paid on the previous anniversary date. The hourly mechanic's labor cost to establish the initial price of this agreement is as indicated and is based on the following: The straight time hourly rate paid by the Company to the mechanic plus fringe benefits paid by the Company on behalf of the mechanic. Fringe benefits include, but are not limited to pensions, vacations, paid holidays, group life, sickness, accident and hospitalization insurance. In no event shall the increase exceed the annual increase designated by the Consumer Price Index, published by the United States Department of Commerce, Bureau of Labor Statistics for Los Angeles and Orange County.

2.7.2.2. 15% of the original contract price shall be decreased or increased by the percentage of change in the index of "Industrial Commodity Prices for Metals and Metal Products" for the locality covered by this agreement as compared to this same index as established on the previous anniversary date of adjustment.

2.7.2.3. The total price escalation shall be limited to a maximum of 5% in any one-year period.

2.7.2.4. Contractor shall provide at least thirty (30) days' advance notification of pending price adjustment as described herein.

2.7.3. PAYMENT WITHHELD:

2.7.3.1. If an elevator is shut down for more than 72 continuous hours (except for authorized prescheduled or major equipment repairs), the maintenance billing for that elevator shall be suspended until the unit is restored to service.

2.7.3.2. The Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:

2.7.3.2.1. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of the contract. The Owner after ten (10) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost from the overall contract sum.

2.7.3.2.2. Should it prove necessary to hire another company to resolve equipment problems, the amount due to that company shall be deducted from the on-going maintenance contract. Should the Contractor experience more than two (2) such incidences per calendar year, this shall be grounds for cancellation of the contract. Any cost incurred by the Owner for pre-maintenance repairs necessitated by the Contractor's lack of performance shall

be back-charged to the Contractor and paid within sixty (60) days.

2.7.3.2.3. Claims filed or reasonable evidence indicating probable filing of claims.

2.7.3.2.4. Failure of Contractor to make payments properly to subcontractors for material and labor.

2.7.3.2.5. A reasonable doubt that the contract can be completed for the balance then unpaid.

2.7.3.2.6. Damage to the building or another contractor.

2.8. LIABILITY:

2.8.1. ACCIDENT REPORTS:

2.8.1.1. In the event of accidents of any kind, the Contractor shall immediately inform the Owner and/or Owner's Representative and furnish the Owner and/or Owner's Representative and building security personnel with copies of all accident reports with a 24-hour period. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

END OF DOCUMENT

CITY OF TORRANCE
STANDARD CONTRACT