

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. 2016-49

Bid for Elevator Maintenance Service for the City of Torrance

PROPOSAL SUBMITTAL INFORMATION

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

DEADLINE: 3:00 PM

DATE: Wednesday, October 12, 2016

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 3:15 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)
- Labor Rates (Attachment 3)
- Monthly Rates (Attachment 4)
- Frequency of required tests (1.06 F)
- Preventative Maintenance Frequencies by Task List in sample form (1.08)
- A sample Monthly Report (1.14)
- A sample Supervisor Report (1.14B)
- Addenda (if issued)
- **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
Tuesday, September 27, 2016 at 10:00 AM starting at Main City Hall Building
Located at 3031 Torrance Boulevard, Torrance, CA 90503

Any questions regarding this bid should be directed to:

*** Nina Schroeder or Toni Dotter ***
General Services Department
(310) 781-7140

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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 3:00 p.m. on Wednesday, October 12, 2016 and will be opened and publicly read aloud at 3:15 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 be submitted in a sealed envelope and clearly marked: "BID FOR ELEVATOR MAINTENANCE SERVICE FOR THE CITY OF TORRANCE, BID B2016-49."

Definitions:

The following meanings are attached to the following defined words when used in these specifications and the contract. The word "City" means the City of Torrance, California. The word "Bidder" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof. "Successful Bidder" means the Bidder, Vendor or Contractor that has been awarded the contract.

Bid Form:

The bid must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Bid for Elevator Maintenance Service for the City of Torrance, Bid No. B2016-49" 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 a contract. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic bid 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.

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 Bidder 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 proposing, 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.

Bonds:

A. Bid Bond:

As security for the acceptance of the contract:

1. Each bid shall be accompanied by a Bid Bond or Bid Bond Substitute in an amount equal to ten percent (10%) of the bid.
2. Such bid deposits (Bid Bond or Bid Bond Substitute) of all bidders will be held by the City Clerk until the award of contract has been made.

B. Bid Bond Substitute:

If the participating bidder tenders a certified check payable to the City, the bond form may be disregarded. In all other instances the bond form is to be signed by the surety or sureties before a Notary Public. The successful bidder shall use particular care in seeing that the bond or certified check is in the full amount.

Addenda:

Clarification or any other notice of a change in Bidding Documents will be issued only by the Consultant or the City of Torrance and only in the form of written addenda mailed, faxed, emailed or otherwise delivered to address of record of each bidder. Any email sent for which the City does not receive an error message will be presumed to have been received. Each addendum will be numbered, dated and identified with the project. Oral statements or instructions in any form, other than addenda as above described, shall have no consideration.

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 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. The notice inviting bids, the technical specifications, and the bidder's accepted bid will become a part of the contract. All services supplied by the bidder will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the bidder, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

This contract is subject to California State Prevailing Wage- Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

APPRENTICESHIP EMPLOYMENT STANDARDS. Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, <http://www.dir.ca.gov/das/PublicWorksForms.htm>
Contractor Registration with the Department of Industrial Relations (SB 854)

No contractor or subcontractor may be listed on a bid proposal or awarded a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information and to register online go to <http://www.dir.ca.gov/Public-Works/Contractors.html>

Reservation:

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.

Standards for Evaluation of Bids:

The City staff will use the following priorities, as well as pricing, in determining which bid best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Bids will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable bids, delivery, and cost.

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.

Bidders Examination of Requirements:

The bidder is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a bid proposal will be considered prima facie evidence that the bidder has made such examination.

Mandatory Pre-Bid Meeting:

Bidders intending to bid on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-bid meeting. Bidders submitting Bids without attending this conference will be disqualified. No exceptions will be allowed.

Suspension of Procurement:

City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, bidder will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

Bidder will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Registration of Contractors:

If the proposal 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) 618-5923.

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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 Affidavit Attachment 1
- 3- Bid Bond Attachment 2
- 4- Labor Rates- Attachment 3
- 5- Monthly Rates- Attachment 4
- 6- Frequency of required tests (1.06 F)
- 7- Preventative Maintenance Frequencies by Task List sample Form (1.08)
- 8- A sample Monthly Report (1.14)
- 9- A sample Supervisor Report (1.14B)
- 10- Addenda (if issued)

Bid Specifications:

Attached Maintenance Specifications prepared by HKA Elevator Consultants

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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 which 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.

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

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

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

No _____ we would not be interested in renewing this contract.

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

1. Name and location of Property: _____

2. Contractor's Account Manager: _____

3. Contractor's Supervisor: _____

4. Contractor's Mechanic: _____

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)

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)

Year 1
Labor Rates

1. Name and location of Property:

Reference Attachment 4

2. Number and description of Units of Elevator Equipment:

Reference Attachment 4

3. Commencement Date: _____

4. Anniversary Date: _____

5. Straight hourly labor cost: _____, of which
_____ is the cost of fringe benefits.

6. Extra billing rates:

REGULAR BILLING RATES:

Regular Working Hour:	\$ _____	Per Hour. (One (1) Mechanic)
Regular Working Hour:	\$ _____	Per Hour. (Mechanic & Helper)
Overtime 1.7 rate Working Hour:	\$ _____	Per Hour. (One (1) Mechanic)
Overtime Working Hour:	\$ _____	Per Hour. (Mechanic & Helper)
Sundays and Holidays:	\$ _____	Per Hour. (One (1) Mechanic)
Sundays and Holidays:	\$ _____	Per Hour. (Mechanic & Helper)

PREMIUM ONLY BILLING RATES:

Overtime 1.7 rate Working Hour:	\$ _____	Per Hour. (One (1) Mechanic)
Overtime Working Hour:	\$ _____	Per Hour. (Mechanic & Helper)
Sundays and Holidays:	\$ _____	Per Hour. (One (1) Mechanic)
Sundays and Holidays:	\$ _____	Per Hour. (Mechanic & Helper)

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

11. Discounts for alternate payment terms:

Quarterly: _____%

Semi-Annually: _____%

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

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

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

Attachment 4- Monthly Rates

Building	Address	Elevator Number	Unit Pricing	Total Pricing
City Hall, Lobby (Front)	3031 Torrance Blvd.	054572		
City Hall, Council (Rear)	3031 Torrance Blvd.	054240		
City Hall, East Annex	3031 Torrance Blvd.	099285		
City Hall, West Annex	3031 Torrance Blvd.	079638		
Civic Center Library, Public	3301 Torrance Blvd.	051957		
Civic Center Library, Staff	3301 Torrance Blvd.	051958		
Cable Building	3350 Civic Center Drive	086993		
Police Department, Lobby (Front)	3300 Civic Center Drive	071009		
Police Department, Staff (Rear)	3300 Civic Center Drive	071008		
City Yard, Public Works	20500 Madrona Ave.	084086		
City Yard, Fleet, Passenger	20500 Madrona Ave.	084087		
City Yard, Fleet, Freight	20500 Madrona Ave.	084045		
City Yard, Transit	20500 Madrona Ave.	084088		
Bartlett Senior Center	1318 Cravens Ave.	090197		
Airport Control Tower	25311 Aero Way/Zamperini Way	035798		
James Armstrong Theatre, Wheel Chairlift	3330 Civic Center Drive	113485		
James Armstrong Theatre, Basement Drum	3330 Civic Center Drive	099619		
Total Monthly Price				

SPECIFICATIONS

VERTICAL TRANSPORTATION MAINTENANCE SPECIFICATION

PART 1 GENERAL

1.01 CONTRACTOR'S DUTIES

- A. The Elevator Preventative Maintenance Specification ("Vertical Transportation Maintenance Specification") establishes the minimum requirements for a full preventative maintenance program on any elevator which will be contracted by Owner (hereinafter referred to as the "Owner") with an approved bidder.
- B. The work to be performed by the Contractor under this Agreement shall consist of, but not limited to, furnishing all material, labor, tools, transportation and equipment necessary to provide full preventative maintenance service, lubrication, adjusting, cleaning, repairs, testing, reports, parts and trouble call service on the following equipment: listed on "Attachment 4".
- C. It is mandatory that bidders examine all of the units designated herein and so certify to his satisfaction with the condition of the equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "as is" condition.
- D. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this Agreement shall be performed without additional cost.
- E. Contractor shall perform, coordinate and complete the requirements of the Agreement, in cooperation with any other contractors or trades then doing any work on the Property, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of Owner's Representative. Contractor shall perform the requirements of the Agreement in a manner that will not impede or obstruct the ongoing business activities of any tenants at the Property.
- F. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each unit at least semi-annually to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with the Owner's Representative.
- G. Contractor agrees that, in the event of any vertical transportation equipment related accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, stuck elevator, major mechanical damage/failure during equipment servicing, etc., Contractor will immediately notify the Owner's Representative and thereafter furnish a full written report of such accident.

Part 2 RECORDS AND SCHEDULED MAINTENANCE

1.02 SCHEDULES, RECORDS, AND REQUIRED HOURS

- A. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service. Provide minimum routine servicing of equipment as follows or more frequently if conditions warrant such:

Equipment Type	Service Frequency	Time Expended per Visit
Hydraulic Elevators	Monthly	1 hour

- B. Contractor shall provide a work schedule, to be kept in each machine room for each elevator.
- C. Work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Agreement.
- D. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.
- E. Schedules posted shall be of the chart type, which shall be initialed by the serviceman when each scheduled inspection is performed. Chart must be submitted with bid and must be approved by Owner and/or Owner's representative. In addition Contractor must submit sample reports for review and approval with submittal of bid documents.
- F. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, Contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs, entrapments, and supervisor's visits. These logs are required to be updated within 24-hours of such service and will remain property of the Owner.
- G. Contractor shall maintain in each machine room callback and repair data on each unit and a record of routine maintenance examinations performed on each unit during the term of the Contract and shall make records available to Owner upon demand.
- H. Billing Procedure: Within 5 business days of the end of each month during the term, Contractor shall provide Owner with an invoice for the amount of Extra Services, if any,

performed during the month. The Extra Services charges shall be broken down by Property name, building name and number, elevator number and purchase order number, where applicable. Owner will not accept lump sum invoices without such breakdown. If Contractor fails to provide the invoice to Owner within 15 days of the end of each month during the term, Owner may, for each day thereafter that Contractor fails to provide the invoice, deduct from the amount payable for the Extra Services an amount equal to five percent (5%) of the Extra Services included in the invoice.

- I. Billing Errors: Contractor agrees to give notice to Owner promptly upon the discovery of any instance where the amount invoiced to Owner by Contractor was incorrect or inaccurate. Contractor's failure to notify Owner in accordance with this Section shall entitle Owner to terminate this Agreement upon five (5) business days' notice to Contractor and to pursue any and all rights and remedies available to Owner under applicable law or this Agreement.
- J. Addition or Deletion of Properties or Elevator Equipment: Properties and/or Units of Elevator Equipment may be added at any time during the term based on a Basic Fee and schedule of Extra Services fee agreed to by both parties. Deleted Units shall reduce the Basic Fee by the same amount as being charged by Contractor on the effective date of the Addendum. In the event of any such addition or deletion, the parties will execute an Addendum to this Agreement and Attachment 4 shall be adjusted accordingly.
- K. Contractor's Personnel: All Services provided by Contractor hereunder shall be performed, at a minimum, by a sufficient number of skilled, trained, licensed, and experienced journeyman level elevator service mechanics and repairmen directly employed by Contractor, who are permanently assigned to support the execution of this Agreement for maintenance and repair work and who shall be trained and qualified to keep the elevators and controls properly adjusted and/or repaired (with the exception of helpers who need not be so qualified, but, may only work alone per IUEC agreement). All personnel shall be employees of Contractor. Contractor and its employees shall use all reasonable care to maintain the elevator equipment in proper and safe operating condition. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator service personnel) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner. Contractor's employees will be denied access to a Property if determined to be under the influence of a controlled substance and/or alcohol. Employees shall not have in their possession: firearms, explosives, controlled substances or other potentially harmful, dangerous or illegal items on the Owner's Property. All of the Contractor's Personnel must be listed in the bid documents. Contractor agrees, at all times, to replace any employees found to be unacceptable in the judgment of Owner promptly after Contractor's receipt of written notice from Owner. All employees are subject to security screening upon entering and/or exiting any Property.
- L. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illnesses, and inclement weather.
- M. Contractor shall be responsible for the acts of its employees and agents while on the property. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons located on the property. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair any damage that it, its employees or agents

may cause to any property or equipment. On Contractor's failure to do so, the Owner may repair such damage and Contractor shall reimburse the Owner promptly for the cost of repair.

- N. Contractor shall be solely responsible for the hiring and firing of any personnel who will provide Services hereunder, other personnel matters with respect to such personnel, the payment of wages, benefits and other remuneration due to such personnel, and any and all taxes that may be imposed upon or levied or assessed against such wages or other remuneration or payments made by Owner to Contractor hereunder.
- O. Contractor represents, warrants and covenants that it shall deduct and withhold from payment to any of its personnel any amount required or permitted to be deducted and withheld under the provisions of the applicable federal, state and local laws and shall remit to the applicable governmental authorities such amounts and any amounts otherwise due in connection with payments made by Owner to Contractor hereunder.
- P. Owner's Right to Evaluate Services: Owner reserves the right to make such evaluations and tests as are necessary to ascertain that the requirements of this Agreement are being fulfilled. Owner's right to make evaluations or tests may be exercised by its elevator consultant, as Owner may designate, who will, if Owner so advises, have the same authority to evaluate and test the elevator performance covered under this maintenance Agreement as Owner. Contractor shall furnish personnel and tools necessary to conduct such tests at no additional cost to Owner. These evaluations may be made on a semi-annual basis during the course of this Agreement. Deficiencies reported shall be promptly corrected at Contractor's expense.
- Q. If Contractor fails to perform any required corrective work in a diligent and satisfactory manner, Owner may, in addition to any other remedies Owner may have, after thirty (30) days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor shall reimburse Owner for any expenses incurred by Owner in exercising Owner's rights under this Section, and Contractor agrees that Owner, in Owner's reasonable judgment, may deduct the amount of such expenses from any sum owed to Contractor.
- R. Contractor shall submit at time of bid applicable code which governs each unit at time of contract execution.

1.03 CHECKING IN AND OUT

- A. The Contractor's personnel shall check in with owner and sign in a logbook prior to commencing work and check out after completing the work. Logbook will be available at 3350 Civic Center Drive Monday thru Thursday and alternate Fridays during normal working hours from 7:00am – 4:00pm. This requirement applies to regular maintenance, repair, entrapments, and callbacks; Owner shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention. Contractor shall use the sign in log as provided by Owner. Failure to comply could result in contract termination.

Part 3 MAINTENANCE REQUIREMENTS

1.04 MAINTENANCE AND REPAIR

The following elevator equipment shall be included in this agreement, but not limited to the following: Machines, including gears, sheaves, sheave bearings, hoist ropes, governor ropes, and all other components and parts of the machine and brake.

- A. All preventive maintenance, lubrication, cleaning and adjusting shall meet the standards established by the original manufacturer or dictated by the use of the equipment. Contractor will not limit the servicing requirements necessary to maintain this equipment in safe and top operating condition.
- B. Replacement and maintenance of Hoist and governor ropes, including tension equalization.
- C. Hoist motors, including motor windings, solid state power conversion drives, rotating elements, bearings and all other related components and parts.
- D. Controllers, encoders, transducers, selectors and dispatching equipment, including all relays, solid-state components, resistors, capacitors, transformers, contacts, leads, timing devices, computer devices, steel tape (or cable) and mechanical and electrical driving equipment and all other related components and parts.
- E. Pump units, including motors belts, sheaves or pulleys, valves, seals, mufflers, heating elements, tank, tank oil, exposed pipes, shut-off valves and all other components of the pump unit.
- F. Plungers, packing, and hydraulic system oil and all above ground piping and connections.
- G. Car guide rails (excluding replacement), top and bottom limit switches, rollers, inductors, cams and tapes and all other related components and parts.
- H. Hoistway door interlocks, hoistway door hangers and rollers, bottom door gibs, door closing devices and all other related components and parts.
- I. Door operators, including door drive chains, sheaves, belts, car door hangers, rollers and up-thrusts, car door contacts, door protective devices, bottom door guides and all other related components and parts.
- J. Load-weighing equipment, car frames, platforms, elevator car roller guides and all other components and parts.
- K. Alarm bells, emergency stop switches, emergency car lights and batteries and all other related components and parts.
- L. Car fans or exhaust blower, car and corridor signals and fixtures including lights, pushbuttons, contact assemblies, key switches, dials, voice annunciation systems, read-out indicators and audible signaling devices.
- M. Car, hoistway and machine room wiring including traveling cables.
- N. All operating features and functions, including firefighters service, emergency power operation and Independent Service, including the operating switches for those features and functions.

- O. Starters, which shall be covered at all times for hydraulic elevators. Where an elevator has a mechanical starter that has failed, Contractor shall be responsible for replacing it at no additional cost to Owner, regardless of whether Contractor is able to obtain the identical replacement. Furthermore, Owner has the option to request that all failed starters be replaced with Electronic Solid State Starters at no additional cost to Owner.
- P. Door protective devices, which shall be covered at all times. If an infrared door protective device fails, Contractor shall replace it at no additional cost to Owner, regardless of model, type, and manufacturer.
- Q. Communication devices, which shall be covered at all times. If an elevator phone or intercom fails, it shall be replaced at no additional cost to Owner, regardless of model, type, and manufacturer.
- R. Should conditions warrant, Contractor shall immediately repair or replace any and all components of the equipment to maintain safe operating conditions. When such work is determined not to be the Contractor's responsibility, Contractor shall notify the Owner's Representative in writing for further action, with the exception of a safety or potential safety situation in which case the Contractor shall take immediate corrective action. For non-emergency/safety repairs, if Contractor proceeds with work without above approval, the Contractor shall be responsible for all incurred costs.
- S. At Owner Representative's reasonable request, the Contractor will provide a hall call traffic analysis report on any or all elevators. The analyzer shall be capable of gathering and printing information about the elevator performance and group operation.
- T. Contractor shall maintain the machine rooms, hoist ways, pits, car tops and the equipment in a clean condition. Contractor shall paint the equipment as needed to maintain a professional appearance, prevent rusting, and preserve the equipment. Machine room and pit floors shall be painted and kept clean.
- U. Contractor is responsible for the preventive maintenance, repair and replacement of all vertical transportation equipment, except for those items listed under Exclusions.
- V. If the elevators are equipped with on-board diagnostics utilizing digital status indicators. These status indicators are sufficient for almost all maintenance and fault finding diagnostic needs by a capable elevator mechanic. In the event that a company other than Contractor maintains the elevators, and if the equipment was unable to be repaired by the maintenance company, a factory-trained technician would be required to assist (as it would if Contractor's own technician were in the same situation). If such an event was to occur, Contractor would make its factory-trained technician available for assistance upon request of the Owner within three (3) business days, based on the contractual hourly rates subject to established annual escalations.
- W. Additionally, Contractor will furnish its standard owner's package including as-builts, wiring hook up sheets, mechanical parts list, and maintenance instructions at time of installation completion and will attach its fault diagnostic code definitions to each control cabinet door.
- X. In the event that Contractor is not performing the maintenance on the equipment, parts will be made available to Owner. Parts may be provided from inventory when adequate stock exists. In some cases, parts will have to be special ordered from the factory or other vendor at their standard lead-times. Proprietary parts will be made available on an

exchange basis. Parts pricing will be per Contractor's standard pricing policy.

Y. Terms 1.05, V, W, & X above will survive any termination of this agreement.

1.05 HOUSEKEEPING

A. Within the first three (3) months this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoist ways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continuing cleaning must be on going and at the following minimum intervals or sooner where conditions warrant.

1. Quarterly: Car tops, pits and machine rooms

2. Semi-Annually: Hoistways and door equipment

B. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. The Contractor shall keep the elevator machinery rooms clean.

C. The contractor shall promptly remove all debris such as wiping rags, empty oilcans, trash from pits, etc., resulting from this work.

1.06 SPECIAL TESTS

A. Elevators provided with fire service, smoke detectors, shunt trip devices, emergency generators, battery lowering, derailment devices, seismic switches or other special circuits shall be checked once every year or more often if required by applicable law, ordinance or regulation, to make certain that these devices are operating correctly and as designed. Owner's Representative and the Contractor shall arrange for mutually acceptable dates to perform the tests. Owner will test the emergency power operation and, if elevator system fails, Elevator Contractor shall make corrections and retest. Elevator Contractor shall be present during all testing during normal working hours and overtime working hours, if work is to be performed outside of normal working hours the Contractor shall be paid the overtime portion of the contractual hourly rates as outlined in Attachment 3.

B. The Contractor shall examine periodically the elevator safety devices and governors and conduct an annual no load test and shall, during the term of this Agreement, or more often if required by applicable law, ordinance or regulation but no less than every five years, perform one full load, full speed test of the safety mechanism, over-speed governors, car and counterweight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. The Owner's Representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1 and/or local code testing requirements. Contractor will install test tags indicating type of test and date.

C. Hydraulic elevators shall have a full-load test performed during the term of this

Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. The report shall conform to the requirements of the local authority with the test witnessed by Owner's Representative.

- D. Create a form for each elevator describing tests and deliver a signed copy to Owner's Representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
- E. All of the required testing shall be performed at Contractor's expense.
- F. Contractor shall submit at the time of bid the applicable ordinances, laws, regulations regarding the frequency of the tests in A, B, C at the time of contract's execution.

1.07 EXCLUSIONS: The following work is excluded from this Agreement and is not the responsibility of the Contractor.

- A. Power supply feeders, switches and fuses.
- B. Repair or replacement of products of combustion detectors for fire recall.
- C. Car enclosure finishes and lighting lamps; hoist way enclosures; hoist way door panels and frames.
- D. Machine room lighting fixtures or lamps.
- E. Other items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. Contractor shall obtain Owner Representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- F. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.
- G. Buried cylinders and buried piping.
- H. Obsolete items are excluded from this agreement. Obsolete items and the labor to replace them will be at the owner's expense. Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or obtainable by reasonable means or the original item has been replaced with an item of different design, providing the different design requires an unreasonable upgrade to the original equipment. Owner and Contractor agree, if required to have all obsolescence claims reviewed by an independent third party elevator consultant for final approval.
- I. Except for exclusions above, all other components of the equipment are fully covered by this agreement.
- J. Regardless of the above, the Contractor shall be responsible for the refinishing of scrape marks on car and/or hoistway doors if caused by improper adjustment of the doors or associated equipment.

1.08 MINIMUM PREVENTIVE MAINTENANCE FREQUENCY AND TASK.

The following preventive maintenance frequency and task lists are not inclusive of all required maintenance points for the variety of equipment available throughout the elevator industry. These maintenance frequency and task lists are designed to be examples of the preventive maintenance quality level required by this SPECIFICATION. The Contractor is required to submit specific preventive maintenance frequency and task lists for each type of equipment prior to commencement of contract for Owner/Agent approval.

HYDRAULIC

Each visit:

Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise.
Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.
Check for proper car and hall button operation and all indicator illuminations and lantern operations.
Check for leaks in power unit, hydraulic control valve, silencer, sound couplings and oil line.

Monthly:

Clean and inspect power unit, controller and motor.
Check drive belt tension and condition.
Check for leaks and oil level in power unit. Clean power unit oil drip pan.
Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges.
Lubricate and adjust door operator and door accessory equipment.
Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches.
Clean and inspect hydraulic plunger, seals and packing. Check jack oil drip container.
Check guide rail lubrication drip containers in pit.

Quarterly:

Check emergency light.
Clean, inspect and lubricate governor linkage.
Check motor and pump sheave alignment.
Check motor and pump mounting fastenings.
Adjust hydraulic control valve. Clean hydraulic control valve strainers.
Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings.
Clean and adjust controller components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller parts.
Check out complete safety circuit.
Check adjustment of roller/slide car guides. Check bearings/liners and fastenings.
Inspect TM, slowdown, leveling and/or limit switches.
Clean and inspect all car and hoistway door contacts and interlocks.
Check door closing force. Check car and hoistway hangar rollers and adjust up thrusts.
Inspect door operator bearings and cams.
Service, Oil and Grease Basement Drum Elevator

Semi Annual:

Check control and main line fuses, voltage readings and motor wire connections.
Check motor overload devices, resistor/resistance connections and starters, contactors and contacts.
Examination of Wheel Chairlift

Annual:

Check all controller terminals. Check and clean all fuse holders.
Check car frame, sills and pit.
Annual lubrication of deflector and governor tension sheave bearings. Check all fastenings.
Annual hydraulic pressure test.
Check relief valve seal and tag valve with current test information, date test was performed and performing company name.
Perform logic systems operation check.
Annual car safety test.
Check buffer oil level.
Clean hoistway and hoistway equipment including guide rails, hoistway door hangars, interlocks, closers, headers and related devices.
Check all fastenings on guide rails, brackets and entrances. Check traveling cables.
Assist with testing all fire life safety requirements as required by local code authorities.

Five year:

Perform full load, safety and buffer test.

1.09 PERFORMANCE

- A. General: The Contractor shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under "Basic Performance Requirements."
1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential.
 2. If, in the Contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, the Contractor shall so state at time of bid.
 3. If there are no exceptions taken, performance shall be provided as specified hereinafter.
- B. Basic Performance Requirements: Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement.
1. Operating Characteristics:
 - a. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.

- b. Full speed riding shall be without swaying or vibration.
 - c. Elevator and door operation shall be quiet with smooth checking at the extremes of travel.
 - d. Door pressure shall be maintained below 30 pounds in closing and not exceed kinetic energy forces stipulated in the code.
2. Group Supervisory Systems: Keep group control systems operating at design criteria for the life of the maintenance Agreement.
3. Individual Elevator Performances: Maintain performance requirements as follows:
- a. Maintain accurate leveling of +/- 3/8" for Hydraulic Elevators under all loading conditions.
 - b. Contract speed shall not vary by more than 10% for hydraulic systems under any loading condition.
 - c. Start-To-Stop Times based on a typical 12' - 6" floor height:
 - 1) Hydraulic Elevator: 12.0 to 13.0 seconds
 - d. Door Open Times: Based on Standard Steel Doors, 7' - 0" Maximum Height.
 - 1) 3'-6" Center Opening: 1.6 to 2.2 seconds
 - 2) 4'-0" Center Opening: 2.0 to 2.5 seconds
 - 3) 4'-0" Two-Speed: 2.8 to 3.3 seconds
 - e. Door Standing Times:
 - 1) Car Call: 5.0 to 6.0 Seconds
 - 2) Hall Call: 5.0 to 8.0 Seconds
 - f. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

1.10 STOCK OF MATERIALS

- A. The Contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves. Use closed metal containers for oily rags. All cabinets, shelves and containers to be provided by Contractor and become the property of the Owner.
- B. Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and shall not be used by the Contractor on the Owner's equipment.

- C. In addition, keep on the premises or in a warehouse within fifty (50) miles of the project or reasonably obtainable within 24 hours:
1. One door operator motor of each type used.
 2. Hanger sheaves for car and hoist way doors.
 3. Two complete door interlocks.
 4. Parts for door protective devices.
 5. Power supplies.
 6. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
 7. One spare printed circuit board of each type installed.
 8. Cylinder head packing and pump motor belts.
 9. Starter components.
- D. The Contractor shall keep on-site an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags.
- E. The Contractor shall keep on-site an adequate supply of drive rollers, handrail rollers, contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags.
- F. All supplies shall be stored in metal cabinets or shelves. Use closed metal containers for oily rags.

1.11 WIRING DIAGRAMS

- A. Contractor shall maintain a complete set of all wiring diagrams for the equipment covered under this Agreement and stored in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on Owner's and machine room copies of diagrams including date of change and name of person making the same. The wiring diagrams are the property of the Owner and are to remain in their respective machine room.
- B. Changes are to be edited on the original wiring diagrams and must be completed no later than sixty (60) days after the installation or additions to the equipment. Failure to perform such wiring diagram changes will result in the Contractor paying the Owner, at the Owner's election, \$50.00 per day for each day the limit is exceeded or the Owner, at its election may deduct the amount from any sum owed or to be owed to the Contractor.

1.12 SOFTWARE

- A. Should any part of the equipment incorporate computer software which Contractor should require a back-up or archival copy of the software, a written request shall be submitted to the Owner prior to performing this task.
- B. If Owner agrees to grant Contractor permission to the request, the back-up or archival copy shall remain the property of the Owner and shall not be removed from the premises.

- C. If during the term of the agreement the Contractor should install controller software upgrades, the upgrades shall remain a part of the equipment in the event of termination of the service agreement by either party.

1.13 REMOTE MONITORING

- A. Should the contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at the Contractor's expense.

1.14 REPORTS

- A. Monthly Reports: At the end of each month, but no later than five (5) working days beyond the month, Contractor shall submit the following reports to the Owner's Representative. Failure to provide such reports shall be considered breach of contract and cause for cancellation or non-payment for the month's activities.
 - 1. Activity Report: An overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective action that is outside the scope of this Agreement.
 - 2. Trouble Call Report: A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, who placed the call, the time the Contractor arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the Contractor departed. This report shall identify if the callback was covered under the terms of this Agreement or if it was an additional billable call.
 - 3. On all elevator shutdowns involving passenger entrapments, a comprehensive report shall be prepared and submitted to the Owner within 24-hours of the entrapment. The report shall include building location, elevator identification, date and time of entrapment, time entrapped passengers were released, cause of entrapment and corrective action taken by the Contractor. In addition, this information will be included in the monthly report.
 - 4. Test and Inspection Reports: A summary report of all equipment receiving special tests during the month with a detailed back up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.
- B. Supervisors Reports: At the end of each six-month period, but no later than five (5) working days beyond the period, Contractor's supervisor shall submit the following information in a report to the Owner's Representative. Failure to provide such report shall be considered breach of contract and cause for cancellation or non-payment for the six-month period activities.
 - 1. Evaluation of the overall preventative maintenance being performed by Contractor's employees.

2. Confirmation that supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.
3. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.

PART 4 SPECIAL PROVISIONS

1.15 PERFORMANCE GUARANTEE

- A. Contractor shall maintain an adequate stock of replacement parts to ensure prompt repair of any malfunction of the equipment and return to service. If any equipment is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. A scheduled repair consists of repairs required as part of routine preventative maintenance such as replacing hoist ropes, cylinder head packing and so forth, but not a repair that is caused by the lack of preventative maintenance. All repairs shall be pre-scheduled in writing.
- B. If Contractor does not respond to trouble calls in the time frames listed under "Hours and Manner or Work", the following month's billing will be credited in the amount of \$500 for each extended trouble call.
- C. If three (3) or more callbacks on the same unit for the same problem are experienced during 30 consecutive days, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- D. If unit is out of service for more than 3 consecutive days, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- E. No penalty shall be assessed under A, C, or D if damage is caused by vandalism or any other cause except for normal wear and tear.

1.16 HOURS AND MANNER OF WORK

- A. Callback service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a callback during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job. Except as otherwise noted in this Agreement Contractor may bill the Owner for the bonus portion of labor for overtime hours which is to include all travel time and other incidental expenses. All overtime passenger entrapment trouble calls as defined by the owner are to be made by the Contractor at no cost to the Owner.
- B. All trouble calls reported to Contractor's dispatch center by 3:30 pm on regular working days/hours shall be responded to during the same day at no additional cost to the Owner.
- C. In the event an elevator is shut down with trapped passengers, Contractor shall

guarantee 30 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 60 minutes response time during all other times.

- D. In the event an elevator is shut down without trapped passengers, Contractor shall guarantee 1-hour response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 2-hour response during all other times.
- E. If overtime work, other than specified, is required, Owner's Representative will pay only the difference between normal and overtime labor at the elevator company's regular billing rates, as listed on Attachment 3. Removal of elevators from service shall be coordinated with and approved by Owner's Representative.
- F. The monthly Fire Services and Emergency Power testing shall be conducted per owner's request and are included in the Agreement price. If the tests are required to be performed during overtime working hours, the contractor shall perform this service at no additional cost to the owner.
- G. Should the Contractor fail to respond within stipulated times, the Owner shall have the right to require the Contractor to pay \$150.00 for each 30 minute increment after the initial 30 minutes, that the technician is late, for each occurrence, or Owner, at its election, may deduct the amount from any sum owed or to be owed to the Contractor.
- H. In addition to the hours listed above, regular scheduled maintenance shall be performed during the City's normal work days and business hours, Monday thru Thursday and alternate Friday's from 7:00am – 4:00pm. Calendars are available upon Contractors request.

1.17 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish to the Owner an approved Material Safety Data Sheet for all cleaning solvents, lubricants, oils, greases, paints, etc. used during their performance of the elevator preventative maintenance. A copy of the applicable Material Safety Data Sheets shall be visibility mounted in each elevator equipment room in a protective cover.

1.18 EMPLOYEE SAFETY

The Contractor shall maintain employee safety as one of its most important concerns. The Contractor shall provide employees with information and supplies necessary to comply with the Occupational Safety and Health Act (OSHA) and procedures stated in the Elevator Industry Field Employees' Safety Handbook. The Contractor shall conduct regular and systematic safety meetings with employees to discuss new procedures and improve on safety awareness. At Owner's request Contractor shall provide copies of such meetings.

- 1.19 COMPLIANCE WITH LAWS AND CODES: In the performance of this Agreement, the Contractor agrees he will abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this Agreement.

CITY OF TORRANCE
CONTRACT SERVICES AGREEMENT

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to _____ ;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the _____ (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

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

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

4. TERMINATION OF AGREEMENT

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

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

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without

liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. PREVAILING WAGE

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations,

and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any

failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

18. INSURANCE

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

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primarily Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
 - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.

19. SUFFICIENCY OF INSURERS

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

accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

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

21. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

7. Addresses for purpose of giving notice are as follows:

CONTRACTOR:

Fax:

CITY:

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

with a copy to:

Attn: Nina Schroeder
General Services Department
3350 Civic Center Drive
Torrance, CA 90503
Fax: 310-781-7199

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

22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

23. INTEGRATION; AMENDMENT

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

24. INTERPRETATION

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

25. SEVERABILITY

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

26. TIME OF ESSENCE

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

27. GOVERNING LAW; JURISDICTION

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

28. COMPLIANCE WITH STATUTES AND REGULATIONS

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

29. WAIVER OF BREACH

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

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

31. EXHIBITS

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

32. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a municipal corporation



Patrick J. Furey, Mayor

By: _____

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachment: Exhibit A: Bid
Revised 12/11/14

EXHIBIT A

Bid