



AGENDA REPORT

Meeting Date: June 16, 2009
Item Number: F-14
To: Honorable Mayor & City Council
From: Terry Wagner, Facilities Maintenance Manager
Subject: APPROVAL OF THE AWARD OF A CONTRACT TO OTIS ELEVATOR COMPANY FOR ELEVATOR MAINTENANCE SERVICES; AND
APPROVAL OF A BLANKET PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$157,500 TO OTIS ELEVATOR COMPANY FOR THE SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve the award of a contract to Otis Elevator Company for elevator maintenance services in the annual amount of \$150,000, and approve a blanket purchase order in the amount of \$157,500 including a contingency of \$7,500.

INTRODUCTION

In May of 2005, the City of Beverly Hills and Schindler Elevator Corporation entered into an agreement to provide elevator maintenance services for all City facilities equipped with elevators or handicapped lifts. The agreement was for one year with four one year extensions. As of June 30, 2009, the agreement with Schindler Elevator Corporation will expire. A new bid specification was prepared and sent to six qualified union labor elevator maintenance service companies including Schindler Elevator Corporation.

DISCUSSION

On April 21, 2009, five (5) bids were received for elevator maintenance services. The bid results are as follows:

Bidder:	Base Bid:
Otis Elevator Company	\$12,500 per month

Meeting Date: June 16, 2009

Specialized Elevator	\$12,520 per month
Schindler Elevator	\$14,215 per month
Kone Elevators	\$14,692 per month
Performance Elevator	\$17,175 per month

Thorough analysis was done of the five bids received, with Otis Elevator Corporation being determined the lowest most qualified bidder based on their bid proposal, company history, references, and financial stability.

FISCAL IMPACT

Funding of elevator maintenance services in the amount of \$157,500 will be budgeted in the FY 09-10 Public Works Facilities Services budget for this contract.



Scott G. Miller
Finance Approval

FES. David D. Gustavson 

Approved By

Attachment 1

Agreement



CERTIFICATE

I, Peggy J. Webbe, Assistant Secretary of Otis Elevator Company, a New Jersey corporation, (the “Company”) do hereby certify that:

- A. Under an Appointment of Officers of the Company dated April 19, 2006, I am an Assistant Secretary of the Company;
- B. In my capacity as Assistant Secretary of the Company, I have access to and knowledge of the minutes and records of the Company, including delegations of authority; and
- C. Under a Delegation of Authority signed October 1, 2008, Ricardo Castro, in his capacity as General Manager for the Company’s North American Area, Los Angeles, CA Area Office is authorized as follows:

“To make, execute and approve on behalf of the North American Area of the Company (and its affiliated operating units) (i) any and all contracts to manufacture, furnish, erect, modernize, service, repair, or maintain elevators, escalators, dumbwaiters, hoisting apparatus, moving walkways and other horizontal transportation systems, and to execute and approve on behalf of the North American Area of the Company any and all waivers of lien, bonds, or other instruments, a part of or incident to such contracts.”

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of June, 2009.

A handwritten signature in cursive script that reads "Peggy J. Webbe".

Peggy J. Webbe
Assistant Secretary
Otis Elevator Company

APPENDIX A
FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and OTIS ELEVATOR COMPANY, a Corporation, whose address is 2701 Media Center Drive, #2, Los Angeles, CA 90065.

In consideration of the agreements herein contained, the parties agree as follows:

1. WORK TO BE PERFORMED. Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

ELEVATOR MAINTENANCE SERVICE

2. CONTRACT DOCUMENTS. This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL SPECIFICATIONS**
- SECTION 7: ADDITIONAL FORMS**
- SECTION 8: SCOPE OF SERVICES**
- SECTION 9: BID FORM**

as contained in City's Bid Document for Bid No. 09-29, dated March 11, 2009 and

- SECTION 5: BIDDER'S BID**
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS**

of Contractor's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. PERFORMANCE PERIOD. Contractor shall commence Work after execution of the Contract, as provided in the Notice To Proceed, and the term of this Contract shall be (1) one year with (4) four optional annual extensions, for a total contract term of up to (5) five years from the execution date of the Contract.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), payable as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

DATED: _____

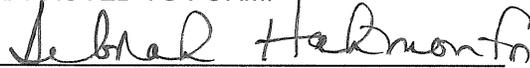
CITY OF BEVERLY HILLS
"City"

NANCY KRASNE
Mayor

ATTEST:

BYRON POPE
City Clerk

APPROVED TO FORM:



LAURENCE S. WIENER
City Attorney

FUNDS AVAILABLE:



SCOTT MILLER
Director of Administrative Services/Chief
Financial Officer

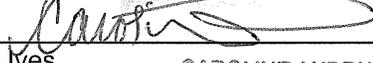
DATED: June 3, 2009

OTIS ELEVATOR COMPANY
"Contractor"

By: 

Jim Cramer
Vice President

Ricardo Castro
General Manager
Otis Elevator Company

By: 

Brad Ives
Contract Manager

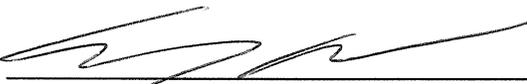
CAROLINE ANDRUKIEWICZ
Authorized Representative

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager



DAVID D. GUSTAVSON
Director of Public Works



KARL KIRKMAN
Risk Manager

CITY OF BEVERLY HILLS
 PUBLIC WORKS - GENERAL SERVICES
 455 NORTH REXFORD DRIVE
 BEVERLY HILLS, CALIFORNIA 90210
 (310) 285-2487

LEGAL NOTICE - BIDS WANTED

ELEVATOR MAINTENANCE SERVICE

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

- SECTION 1: NOTICE INVITING BIDS
- SECTION 2: INSTRUCTIONS TO BIDDERS
- SECTION 3: SPECIAL CITY REQUIREMENTS
- SECTION 4: GENERAL SPECIFICATIONS
- SECTION 5: BIDDER'S BID
- SECTION 6: SIGNATURE PAGE AND LEGAL STATUS
- SECTION 7: ADDITIONAL FORMS
- SECTION 8: SCOPE OF SERVICES
- SECTION 9: BID FORM

SECTION 1: NOTICE INVITING BIDS

1. **Notice Inviting Bids**
 - a. **Date of Request:** March 11, 2009
 - b. **Bid Number:** 09-29
 - c. **Item Description:** Elevator Maintenance Service for all City elevators and lifts.
 - d. **Obtaining Bid Documents:** A copy of the Bid Package may be obtained by mail or in person from Public Works Department, Facilities Maintenance Division, 345 Foothill Road, Beverly Hills, California 90210; phone (310) 285-2487. There is no charge for these documents.
 - e. **Bid Opening April 21, 2009 at 2:00 pm**
 - f. **Due Date and Location for Submittals:** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the Office of the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210. Bids will be opened at the Bid Opening time stated, in the Office of the City Clerk, or as otherwise posted. Bids which arrive after the specified Bid Opening time, including mailed bids delivered after the specified Bid Opening time, will not be accepted, regardless of the time postmarked or otherwise indicated on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted: **ELEVATOR MAINTENANCE SERVICE: BID NO.: 09-29**
 - g. **Bid Security:** None required with this bid.
 - h. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid California Contractor's License at the time the contract is bid. Failure to possess such license may render the bid nonresponsive and bar the award of the contract to that nonresponsive Bidder.

- i. **Liquidated Damages:** None assessed for this bid.
- j. **Prevailing Wages:** In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.
- k. **Prebid Conference Date and Location:** A **MANDATORY** pre-bid conference will be held at which each bidder will have the opportunity to resolve questions regarding this bid. **The pre-bid conference will be located at 345 Foothill Rd, Beverly Hills, CA on April 7, 2009, at 10:00am.** Bids submitted by Bidders who do not attend the Mandatory Prebid Conference will be considered non-responsive and excluded from further consideration.
- l. **Payment Bond and Completion Bond:** None required with this bid.
- m. **Retention:** Not applicable to this bid.
- n. **Contact Person.** A bidder or potential bidder who has a procedural question may call Terry Wagner, at telephone number (310) 285-2487. A substantive question must be submitted in writing, **no later than April 14, 2009** and a copy of that question plus a written response to it will be faxed or mailed to all parties who have obtained a bid package.

THE CITY OF BEVERLY HILLS RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION 2: INSTRUCTIONS TO BIDDERS

2. Instructions to Bidders

a. **General Bid Requirements.** To be considered, a bidder must follow the format for bids presented in this document. Bids must be binding and firm. Any bid may be withdrawn before Bid Opening but no bid may be withdrawn after Bid Opening.

b. **Bid Security.** None required with this bid.

c. **Bidder Must Make Thorough Investigation.** It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Bidders shall have no claim against the City based upon ignorance of the nature or requirements of the project, misapprehension of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents shall not be cause to alter any term of the Contract or provide valid grounds for the Contractor to seek additional compensation.

d. **Acceptance of Conditions.** By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

(1) All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the City;

(2) Either before or after Bid Opening, the City may require whatever evidence it deems necessary relative to the bidder's financial stability and ability to complete this project;

(3) The City reserves the right to request further information from a bidder, either in writing or orally, to establish any stated qualifications.

(4) The City reserves the right, in its sole discretion, to judge a bidder's representations and to determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. A bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding and conclusive.

(5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, cancel or delay the bid opening at any time.

(6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

e. **Registration and Qualifications of Contractors.** Before submitting bids, contractors shall be licensed in accordance with Business and Professions Code Section 7000 et. seq., and each contractor shall insert its license number on its bid.

In submitting its bid, contractor warrants that it has work experience comparable to that which is to be performed. Prior to award of a Contract, City may request of any bidder, a statement setting forth its work experience of a nature comparable to that which is to be performed. That statement shall describe the work performed during the period three (3) years immediately preceding the date of the statement, and shall give the owner, location, and contract price of all such work, together with the dates of beginning and completing that work. This statement of experience shall be submitted within seven (7) calendar days after the City's notification to so submit. Failure to submit an adequate statement may result in rejection of the bid as nonresponsive.

Any bidder not licensed at the time of award of the contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

f. **Truth and Accuracy of Representation.** False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for rejection of a bid or a bidder.

g. **Withdrawal of Proposals.** A bidder may withdraw a proposal at any time prior to bid opening; no bid may be withdrawn after bid opening.

h. **City Changes to the Bid Documents.** The City reserves the right to change any part of the Bid Package any time prior to the bid opening. Any changes shall be in the form of addenda which shall become a part of the bid documents and the Contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of any addendum may result in that bid being rejected as nonresponsive. If the City determines that a time extension is required for the submission of the bid, an addendum will give the new bid opening date.

i. **Notice Regarding Disclosure of Contents of Bids.** All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is nonetheless required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for disclosure of any such records or part thereof.

j. **Warranties, Guarantees and Manufacturer's Specifications.** If applicable, bidder shall state the nature and period of any warranty or guarantee. If applicable, manufacturer's specifications shall be submitted with the bid and shall be considered a part of the Contract for the bidder who is awarded the Contract and where the specifications meet the minimum requirements of the Contract.

k. **Award of Bid and Determination of Responsiveness.** The City shall determine the bidder to whom the Contract shall be awarded. In making this determination, the City shall consider (in no particular order):

- (1) The cost to the City;
- (2) The quality of the material offered;
- (3) The ability, capacity and skill of the bidder to perform the Contract or provide the material or services;
- (4) Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- (5) The sufficiency of the bidder's financial resources and the effect thereof on its ability to perform the Contract or provide the material or services;
- (6) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (7) The quality and timeliness of the bidder's performance on previous purchase orders or contracts with the City;
- (8) Litigation by the bidder on previous purchase orders or contracts with the City;
- (9) The ability of the bidder to provide future maintenance and service where such maintenance and service are essential;

Bidder is required to demonstrate its experience to perform and prosecute work of a similar nature to that covered in the bid and shall complete the Experience Form in Section 7. The City reserves the right to be the sole and exclusive judge of quality, compliance with bid requirements, and all other matters pertaining to this bid.

l. **Prompt Payment Discounts.** Prompt payment discounts shall be considered in evaluating bids, except that payment periods shorter than thirty (30) days will not be considered. Where discounts are offered, the period for calculation of the discount shall begin with the invoice date or its date of delivery to the City, whichever is later.

m. **Bids Other than "Lump Sum" Bids.** Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in its best interests.

n. **Prices in Bid.** Prices quoted in the bid must be firm for a period of not less than ninety (90) days after the Bid Opening.

o. **Assignment and Subcontracting.** The Contractor shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City shall neither relieve the Contractor from its obligations nor change any term of the Contract.

p. **Errors and Omissions.** Bidders shall not be allowed to take advantage of any errors or omissions in these Bid Documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.

q. **Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees.** Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

r. **Taxes.** The price bid shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL CITY REQUIREMENTS

3. **Special City Requirements.** All forms (and their instructions) which a bidder must complete to establish compliance with City requirements should be considered an integral part of the Specifications, and failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that bid or that bidder.

a. **Fair Employment Practices/Equal Opportunity Acts.**

In the performance of any services described in this Bid Package, Contractor and every supplier of materials and services shall comply with all applicable provisions to the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. ss200e-217), whichever is more restrictive.

b. **Affidavit of Non-Collusion by Contractor.** The City requires that each bidder complete, execute and submit to the City with its bid the Affidavit of Non-Collusion included in the Bid Package.

c. **Requirement for Acceptance of Sureties.**

(1) The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

(2) There must be on file with the City Clerk of the City of Beverly Hills or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

SECTION 4: GENERAL SPECIFICATIONS

4. General Specifications

a. **Sample Contract.** A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached hereto as Appendix "A" and by this reference incorporated herein and made a part of these General Specifications.

b. **Scope of Work.** The Scope of Work is provided in Appendix "B" hereto, and by this reference is incorporated herein.

c. **Bid Proposal Quantities.** The quantities contained in the Bid Package are approximate only, and are for the sole purpose of comparing bids. The City may order more or less Work or material, as necessary, in the City's sole discretion. Payment will be made for the amount of Work or material actually provided, as determined by the City and accepted at the unit or lump sum prices noted in the bid, where applicable, and those prices shall govern.

d. **Standard Specifications.** The Specification described in the Scope of Services shall control all work performed under this bid, and shall be superceded only local or state building and elevator codes where these codes may be in conflict with the described scope of services.

e. **Subcontracts.** In addition to the information to be listed by the bidder with its bid pursuant to Section 2-3 of the Standard Specifications, entitled "Subcontracts," the bidder shall provide for each subcontractor listed a brief description of the Work and the dollar value of the Work to be subcontracted. After bids have been received, the written consent of the City is required to make any change in subcontractors.

f. **Meaning of Amount of Bid.** Except where otherwise provided, all costs to perform the entirety of the Work, including all costs required for repair or replacement of existing improvements damaged, injured or removed as a result of the Work, shall be reflected in the unit or lump sum prices stated in the bidder's bid. If no specific unit or lump sum line item is required to be bid for a specific item of Work, then all costs related to that item shall be incorporated into the unit or lump sum prices provided for all other items. The total price of the bid is to be interpreted as the total price of all Work required under the Contract, whether or not there is a specific line item identifying a particular item of Work.

g. **Compliance with Labor Laws.** Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with the provisions of Sections 1770-1777 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of the City of Beverly Hills and is available for inspection and reference during regular business hours.

h. **Liability Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit. The commercial general liability coverage shall also be endorsed to indicate completed operations coverage.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) **Workers' Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+ or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or cancelled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

i. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, including its officers, agents, servants and employees, from any and all costs, claims, liabilities, damages, or expenses, including, without limitation, costs of suit and reasonable attorney fees, arising out of the operations, acts or omissions of the Contractor, its agents, servants, subcontractors or employees.

j. **Materials and Workmanship.** The City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of the City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

All Work must be approved by the City. For unsatisfactory Work not corrected, the City may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at Contractor's cost and expense or perform the corrective Work with City personnel and deduct all costs so incurred by the City from monies owed to the Contractor.

k. **License and Permits.** Except as provided herein below, the Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Contract will be waived. [NOTE: All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.] For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.

l. **Payment.** The Payment Provisions are provided in Appendix "C" hereto, and by this reference they are incorporated herein.

m. **Changes to the Work.** City may by written notice initiate any change within the scope of the Contract. If Contractor desires to make any change, Contractor must submit a written request for that change to the City, but Contractor may make that change only upon written order of the City. A corresponding equitable change in the Contract Price of this Contract will be made for each change ordered.

n. **Termination of Work.**

(1) **For Cause.** Upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause, without any prior notification to Contractor.

(2) **Without Cause.** City may terminate the Work or any part thereof upon five (5) days prior notice to Contractor.

(3) **Payment.** Upon termination of the Contract in whole or in part, City shall pay Contractor, subject to all provisions of the Contract for retention of funds, for all Work completed prior to the date of termination.

o. **Assignment of Unfair Business Practices.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or a subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

p. **Safety and Protection of Workers.** Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(1) The Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

(2) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time

required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

(3) In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION 5: BIDDER'S BID

5. **Bidder's Bid.** The Bidder's Bid Form is provided in Section 9 hereto, and by this reference it is incorporated herein. This form must be completed by the bidder and submitted to the City as described in Section 1 above.

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder: Please check the appropriate box

A. Corporation ___; State of Incorporation _____;

B. Partnership ___; List Names _____

C. DBA ___; State full name _____ DBA

D. Other ___; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone # _____

Signed this _____ day of _____ 2003

Bidder acknowledges receipt of the following Addenda:

<u>ADDENDUM NO.</u>	<u>BIDDER'S INITIALS</u>
_____	_____
_____	_____
_____	_____

SECTION 7: ADDITIONAL FORMS

7. Additional Forms

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Certificate of Insurance
- e. Bidder's Check List

EXPERIENCE FORM

Bidder must complete the following Experience Form and submit all required information. **Bidder's failure to fully complete the form or to adequately respond to the questions will render the bid non-responsive and are grounds for rejection by the City Council.**

LICENSING

- 1) List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.

State: _____
Category: _____
License: _____
Class: _____

GENERAL EXPERIENCE

- 2) List the categories of work that your organization normally performs with its own forces.
- i) Trades: _____

- 3) Claims and Suits: (If the answer to any of the questions below is yes, attach details)
- i) Has your organization ever failed to complete any work awarded to it? _____
- ii) Are there any judgement, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____
- iii) Has your organization ever had a judgement or law suit filed against the firm with regard to construction or service contracts within the last five years? _____
- iv) Has your organization ever been cited for violation in complying with the Prevailing Wages requirements? _____
- 4) Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction or service contract? (If the answer is yes, attach details)
- 5) On a separate sheet, list the major Service Contracts your organization has in progress, giving the name of the account, owner, contract amount, and scheduled expiration date.
- 6) On a separate sheet, list the major Service Contracts your organization has completed in the past five Years, giving the name of the account, owner, contract
- 7) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization.

SPECIFIC QUALIFICATIONS

8) Within the last five years, list at least three (3) Elevator Service Contracts your organization has held involving large governmental or other comparable facilities, which include similar trade categories. On a separate sheet, provide the owner, contract amount, and date of contract award of the projects listed.

- i) _____
- ii) _____
- iii) _____

REFERENCES

9) Trade references: (provide on a separate sheet)

Bank references: (provide on a separate sheet)

**AFFIDAVIT OF NON-COLLUSION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

State of California)

) ss.

County of _____)

_____, being first duly sworn, disposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor

ATTACH APPROPRIATE
NOTARY ACKNOWLEDGMENTS

**STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
WITH CALIFORNIA LABOR LAW**

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor understands and acknowledges that copies of the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, are on file in the office of Public Works Engineering Department and that they will be made available to any interested party upon request. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided in this Section, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776 itself and all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for its own compliance with Section 1777.5 and for the compliance of all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties because workers work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor at any tier for each calendar day during which that worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

In accordance with California Labor Code Sections 1860 and 3700, Contractor shall secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: _____, 2009 Signature: _____

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy (ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

- 1. **BID**
 Signed by Bidder _____

- 2. **BID BOND**
 Not Required

- 3. **AFFIDAVIT OF NONCOLLUSION**
 Enclosed _____
 Signed by Bidder

- 4. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
 WITH CALIFORNIA LABOR LAW REQUIREMENTS**
 Enclosed _____
 Signed by Bidder

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

SECTION 8

SCOPE OF SERVICES

ELEVATOR MAINTENANCE CONTRACT

PART I

GENERAL REQUIREMENTS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS DOCUMENT.

ELEVATOR MAINTENANCE CONTRACT

1. **TERM OF CONTRACT.** The term of the contract shall be for one (1) year with optional annual extensions as described herein. This Contract shall become effective on execution of the Agreement for services and Notice to Proceed and shall expire on the anniversary of the Notice to Proceed unless renewed. City reserves the right to extend the contract term by Agreement beyond each expiration date; however, the City does not imply that the contract, as written, or the resulting Agreement for services, will necessarily be extended. Notwithstanding anything contained herein to the contrary, upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause.
2. **PRICES:** Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of each year that the contract remains in effect. Cost increases as described in Paragraphs 2.a and 2.b shall be the maximum dollar amount or maximum percentage amount permitted under the terms of the Escalation provisions of this Agreement.
 - A. **Proposal Pricing.** The Proposer shall complete Proposal Pricing as requested in Section 9 "Bidder's Bid". Incomplete Bids shall be considered unresponsive and will be eliminated from consideration.

Services and Supplies shall be priced separately as listed in Section 9,1.0, entitled "Bid Form". Services and Supplies pricing shall include all margin, mark-up, taxes, expenses and overhead. The City may, at its sole discretion, reject the supplies portion(s) of the proposal, award the supplies portions(s) of this portion separately, delete from the Scope of Work, award to multiple vendors, or bid as a separate contract, as may be deemed in the best interest of the City.

Annual Escalation Cost Adjustment are permitted for bona fide Union labor increases, Union health and welfare cost increases, and unit supplies cost under the following formulae. Cost increases due to administrative overhead, tools, materials or profit margin are prohibited during the term of the contract and any extensions thereof.

B. **Labor Cost Escalation Provisions.** On the anniversary date of the Collective Bargaining Agreement between a bona fide Labor Union and the Contractor, the Contractor may, upon written request to the Administrator, request that such increases in salaries and health and welfare benefits required in a collective bargaining agreement be allowed as an adjustment to the base contractor price. Non-union labor increases may be requested under the same terms as may apply to Union labor. The Contractor shall provide a written proposal documenting the proposed adjustment in the monthly base price per facility serviced, with such supporting documentation

justifying the request as may required by the Administrator. The Administrator shall submit the request for adjustment with a recommendation to the City Council to accept or reject the request. The Council may accept or reject the Contractor's request for increase.

C. Supply and Material Cost Escalation Provisions. Thirty (30) days prior to each year's anniversary date, the Contractor may request in writing to the Administrator that supply and material cost be increased by an amount not to exceed the average Consumer Price Index of the preceding twelve (12) months for the Los Angeles basin. The Contractor shall provide a written proposal documenting the proposed adjustment in the monthly based price per facility service, with such supporting documentation justifying the request as may be required by the Administrator. The Administrator shall submit the request for adjustment with a recommendation to the City Council to accept or reject the request. The Council may accept or reject the Contractor's request for increase.

3. UNION AFFILIATION. All non-management employees and labor provided by the Contractor under the terms of this agreement shall be employed under a collective bargaining agreement between the Contractor and a Labor Union of the appropriate trades recognized by the State of California. The Proposer shall submit documentation to verify compliance with this provision with the proposal.
4. CITY CHANGES TO SCOPE OF WORK. The City reserves the right to change any part of the Scope of Services at any time. In that event, those changes shall be reviewed for impact to the cost of the work, and adjustment, either up or down, shall be made in accordance with provisions shown elsewhere in this document.

City may, by written notice of the Administrator, initiate any change within the scope of the Scope of Services, as noted above. If Contractor desires to make any change, Contractor must submit a written request for that change to the City. However, Contractor may make that change only upon written order of the City. A corresponding equitable change in the agreed-to Price of this work will be made for each change ordered.

5. WARRANTIES, GUARANTEES AND MANUFACTURER'S SPECIFICATIONS. Contractor shall provide a minimum one-year warranty on materials, parts and/or labor provided in the performance of this work. If applicable, manufacturer's specifications shall be submitted to the City and shall be considered a part of the requirements of this Scope of Services.
6. DEFINITIONS.
 - A. DAILY shall mean seven (7) days per week **including holidays**, unless noted otherwise.
 - B. MONDAY-FRIDAY (MON-FRI) shall mean five (5) days per week, Monday through Friday, unless otherwise noted.
 - C. SATURDAY-SUNDAY (SAT-SUN) shall mean the two days of the weekend, Saturday and Sunday.
 - D. WEEKLY shall mean one day per week. Day selected shall be determined by the Administrator.
 - E. BI-WEEKLY shall mean every other week (twice a month). Week shall be selected by the Administrator.
 - F. BI-MONTHLY shall mean every other month (twice a month).

- G. MONTHLY shall mean once per calendar month. Day(s) selected shall be determined by the Administrator.
- H. SEMI-ANNUALLY shall mean twice per calendar year. Days shall be determined by the Administrator.
- I. ANNUALLY shall mean once per calendar year. Day(s) selected shall be determined by the Administrator.
- J. CONTRACTOR shall mean the Contractor awarded a Agreement under the terms of this Scope of Services.
- K. CITY shall mean the City of Beverly Hills
- L. P.M. shall mean preventive maintenance service.
- M. SUBCONTRACTOR shall mean a Contractor hired by the primary Contractor to perform specified work under the direction and control of the primary Contractor.
 - (1) All subcontractors are subject to approval by the Administrator. Upon request by the Administrator, the Contractor will cease to use any subcontractor and will henceforth perform the work with his own personnel or use another subcontractor approved by the Administrator.
 - (2) No change shall be made by the Contractor with respect to any subcontractor without prior written authorization of the Administrator.
 - (3) All terms and specifications contained herein apply with the same force and effect to subcontractors as to the primary Contractor.
- N. ADMINISTRATOR shall mean the Public Works Department Facilities Maintenance Manager or his designee(s). The Administrator shall represent the City in matters of the Contract.

7. QUALITY CONTROL, SUPERVISION AND INSPECTION.

- A. **Supervision.** The Contractor shall provide systematic and adequate supervision of foreman, Chief Engineer and personnel in his employ or in the employ of authorized subcontractors.

8. **DIRECTION, TRAINING AND INSTRUCTION.**

- A. All personnel employed by the Contractor or authorized subcontractor shall be fully qualified to furnish services specified and to conform satisfactorily with conditions of performance detailed in this document. A working Chief Engineer shall be assigned to supervise Contractor's on-site employees and sub-contractors.
- B. Work Scope shall be maintained to the satisfaction of the Administrator, including the accurate and timely reporting on all activities, as required by the City.
- C. The Contractor shall provide all necessary training to Contractor's employees, including on-going training, to fulfill the required Scope of Services.

9. **PERSONNEL AND LABOR.** The Contractor shall furnish and provide all necessary labor required for the efficient performance of all services specified in this document, including supervision to the full extent contained in these specifications, and such labor shall conform fully with the pertinent conditions of maintenance required.

10. **DRESS.**

- A. The Contractor shall provide and require ALL his personnel to wear work uniforms while providing services to the City. Uniforms must be of a common company color and display company name patches and insignia, including the individual employee's name. Uniforms shall consist of matching or color coordinated shirt and full length pants, and shall include safety shoes which all employees will be required to wear. Contractor's employees reporting for work not in correct uniform will not be permitted to enter City facilities.

11. **RESPONSIBILITY.**

- A. All authority to employ and pay all costs for persons providing services to the City is the responsibility of the Contractor. The Contractor shall, however, at the request of the Administrator, immediately remove any employee from this job and immediately replace him/her with one acceptable to the Administrator. Assignments of new and/or reassignment of current employees must be approved in advance by Administrator.
- B. The Contractor's and any authorized Subcontractor's employees shall be fully trained and carefully screened for suitability of temperament, ability and character with all legally approved means available. The Contractor shall maintain a pool of qualified replacement personnel to cover absences and terminations.

12. **SECURITY.**

- A. The Contractor shall be responsible to investigate the background of his employees and/or subcontractors employees and shall not permit any person with a criminal record to work on City premises without the advance written approval of the Administrator. The City reserves the right to accept and/or reject personnel utilized by the Contractor as it deems appropriate. All the Contractor's employees must be in full compliance with any and all current laws and regulations of U.S. Immigration and Naturalization Service.
- B. The City may request and the Contractor shall furnish proof of compliance with above laws and/or regulations. The Contractor agrees to hold the City harmless and pay any and all fines, penalties and/or other costs incurred by the City as a result of the Contractor's, his employees', and/or his subcontractors' failure to comply with said laws and/or regulations.

- C. Work will be performed only by employees, carrying company identification cards and be otherwise uniformed in accordance with Item No. 20, detailed above.
- D. The Contractor shall not permit unauthorized or non-working persons on City premises. All personnel will be restricted to those areas where they have assigned duties to perform. Dependents, children or friends of employees are not permitted on City premises. Unauthorized use of City telephone or other equipment is prohibited.
- E. All employees of the Contractor or authorized Subcontractor will depart from exit(s) designated by the Administrator.
- F. No smoking is allowed in any City building.

13. **SAFETY**

- A. The Contractor shall take all steps necessary to insure the safety of his employees and City employees and to protect City property from damage. The Contractor shall provide the City on request a copy of the Contractor's written Safety Program.
- B. **Hazardous Substances Stored on City Property.** Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California, pursuant to California Labor Code Sections 6380-6386, require material safety data sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194. MSDS(S) shall accompany this bid. If any of the ingredients of the product bid is a carcinogen as shown on the most current list prepared by the international agency for research on cancer (IARC), Contractor shall separately identify such ingredients as a carcinogen. Contractor is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the MSDS shall accompany each shipment of the product to a City facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.

14. **SUPPLIES AND EQUIPMENT.**

- A. Contractor shall furnish all supplies, products and equipment required to perform the services, including repair and preventive maintenance, called for in these specifications. The bid price shall include the cost of supplying all supplies and materials. If dispute arises regarding responsibilities of replacement parts or components, the Administrator shall determine responsibility, whose decision shall be final.

15. SECURITY OF FACILITIES.

- A. The Contractor's personnel shall make certain all doors are locked and securely latched before leaving an area, even for temporary periods.
- B. Any evidence of a possible crime, including vandalism observed by the Contractor's personnel must be immediately reported to the Beverly Hills Police Department Watch Commander at (310) 285-2125. The presence of unknown persons who cannot identify themselves as employees of the City or provide proof of authorization to be on City premises during non-business hours must also be immediately reported to the Watch Commander.
- C. Contractor personnel upon arrival at a City facility, shall report their presence and purpose of their visit to an on-site City employee. Should a City employee not be available, the Contractor's personnel should have their dispatch center contact Facilities Maintenance via cell phone at 1-310-721-3711 to inform them of the location and purpose of the visit by the Contractor's personnel.

SECTION 8

SCOPE OF SERVICES

PART II

DETAILED SPECIFICATION

for

**COMPLETE ELEVATOR MAINTENANCE SERVICE
FOR ALL CITY ELEVATORS AND LIFTS**

SECTION 1. - EXTENT OF WORK

.1 CONTRACTOR'S DUTIES

- A. The work to be performed by the Contractor under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance service on the equipment described.
- B. 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.
- C. 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 City of Beverly Hills. 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.
- D. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator 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 City of Beverly Hill's Administrator responsible for that building so that he may accompany him.
- E. The Contractor agrees that they are capable of maintaining this equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award of this Agreement.
- F. Provide routine servicing of equipment as frequently as indicated on Exhibit 'A'. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. All lubrication frequencies and types of lubricants will meet the manufacturer's specifications. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service.
- G. Contractor shall notify the City of Beverly Hill's Administrator if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. Contractor shall also make the City of Beverly Hill's Administrator aware of the implication of possible underground leaking. Provide a proposal with complete description of the procedure for individually testing the integrity of the cylinder and underground to/from oil line if applicable.

- H. (1) Contractor shall be responsible to provide name, title, phone number, and fax number of an employee, who will be responsible to act as agent for the City in regards to correspondence with the State of California.
- (2) Said agent will be responsible to receive from the City copies of elevator inspection forms, notices, and orders sent by the State that require mechanical or other necessary repairs.
- (3) Contractor's agent shall be responsible to ensure that all inspection forms are sent to the appropriate Contractor personnel, and that the City is notified in writing within five working days of receipt of the notices, what actions the Contractor will take to resolve the items listed on the notice.
- (4) Contractor's agent shall be responsible to ensure that all requirements on the notifications are met by the compliance date, and that the State and City are notified in writing of all completed work.
- (5) In the event that the Contractor finds any of the required repairs listed in the notification from the State not to be covered by the Scope of Services, the City Administrator must be advised in writing listing in detail the reason why these repairs are not covered by the Scope of Service. The City shall be notified by the Contractor within five working days of receipt of the State notice. The Administrator shall determine if such work is within the Scope of Services, whose decision shall be final.

.2 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; hoistway enclosures; hoistway door panels and frames.
- D. Other items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. Contractor shall obtain City of Beverly Hills Representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- E. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.
- F. Buried cylinders and buried piping.

.3 CONDITIONS OF SERVICE: Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications and should conditions warrant repair or replace the Equipment, including without limitation, the following:

- A. Traction Elevators:

1. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, gears, worms, thrusts.
2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.
4. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
5. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs. Contractor not responsible for alignment when affected by building compression or shifting hoistway enclosures.
6. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.
7. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
8. Shorten and reshackle hoist cables if stretching of ropes makes this necessary.
9. The Contractor shall check the condition and operation of detectors, safety edges and of light rays on car at every visit and, if they are inoperative, shall repair them within one business day. If, in the Contractor's opinion, the door protection devices are not maintainable, he shall replace them at no cost to City of Beverly Hills.
10. Seismic triggers and/or derailment devices; collision switches.
11. Fire related elevator controls.
12. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.

B. Hydraulic Elevators:

1. Complete pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters and mufflers.
2. If flexible hose and fitting assemblies are used, they shall be changed as required by ASME A17.1 Code or sooner if necessary.

3. Materials and services covered by traction elevators as applicable.
4. Furnish all oil, lubricants, packing and other materials required.

C. Lifts:

Materials and services covered by Traction Elevators or Hydraulic Elevators as applicable.

4 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 can not meet these criteria, the Contractor shall so state.
3. If there are no exceptions taken, performance shall be provided as specified hereinafter.

B. Basic Performance Requirements: Electric 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.
 - d. Door pressure shall be maintained below 30 pounds in closing.
2. Group Supervisory Systems: Keep group control systems operating at design criteria for the lifetime of the maintenance Agreement.
3. Individual Elevator Performances: Maintain performance requirements as follows, or per manufacturers' requirements.
 - a. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for Hydraulic Elevators under all loading conditions.

Elevator		
----------	--	--

Address	Facility	No.	Speed	Start to Stop Motion Time	Rise	Door Opening
450 Rexford	Parking Structure	1 - 2	350			2.3
455 Rexford	City Hall	1 - 2	350	5.6	12'-0"	2.3
464 Rexford	Police Facility	1 - 2 3 4 5 6	350 150 125 150 350	6.0 6.0	13'-6" 12'-0" 12'-0" 12'-0" 12'-0"	2.3 2.1 2.1 2.1 2.3
444 Rexford	Library	1 2 3 4	150 80 100 125		15'-3" 15'-3" 10'-6" 15'-3"	3.1 2.2 Bi Parting 2.1
445 Rexford	Fire Station No. 1	1 - 2	150		12'-0"	2.1
440 Camden	Parking Structure	1 - 2	350	5.4	10'-6"	1.6
216 Beverly	Parking Structure	1 - 2	300	5.4	11'-0"	1.6
345 Beverly	Parking Structure	2	350			1.9
225 Crescent	Parking Structure	1 - 4	200	5.6	9'-0"	2.5
333 Crescent	Parking Structure	1 - 2	200	5.9	9'-6"	1.6
9510 Brighton Way	Parking Structure	2				
321 La Cienega	Tennis Center	1	150		12'-0"	2.1
461 Bedford	Parking Structure	2				
345 Foothill Rd.	Water Treatment Plant	1				
345 N. Beverly Dr.	Parking Structure	1 - 2				
438 N. Beverly Dr.	Parking Structure	1 - 5				
439 N. Canon Dr.	Parking Structure					

Santa Monica Blvd.	Parking Structure	1 - 5				
--------------------	-------------------	-------	--	--	--	--

b. Door Standing Times:

Car Call: 5.0 to 6.0 Seconds
Hall Call: 6.0 to 8.0 Seconds

c. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

5 SPECIAL TESTS

- A. Elevators provided with fire service, derailment devices, seismic switches or other special operations shall be checked once every month to make certain that these devices are operating correctly and as designed. City of Beverly Hills's Administrator and the Contractor shall arrange for mutually acceptable dates to perform the tests. The standby power operation will be tested by City of Beverly Hills and, if elevator system fails, Elevator Contractor shall make corrections and retest.
- B. The Contractor shall examine periodically the car 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 re-calibrated and sealed for proper tripping speed. These tests shall be witnessed by the City of Beverly Hill's Administrator and a written report shall be furnished indicating the results of such test. All testing shall conform with the requirements of ASME A17.2.1 and/or local code testing requirements.
- C. Hydraulic elevators shall have a load test performed per ASME A17.2.2, during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. It shall comply with the State of California's Elevator Safety Order No. 3017(J). The report shall conform to the requirements of the State with the test witnessed by City of Beverly Hill's Administrator.
- D. Contractor shall create a form for each car describing tests and deliver a signed copy to City of Beverly Hills' Administrator after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

6 HOUSEKEEPING

- A. Within the first three (3) months this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway 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. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed by the Contractor.

.7 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.
- B. 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 set of motor brushes and holders for each type of motor and generator.
 - 2. One door operator motor of each type used.
 - 3. Hanger sheaves for car and hoistway doors.
 - 4. Two complete door interlocks.
 - 5. One set of generator bearings for each type of generator.
 - 6. One set of brake linings for each type of brake.
 - 7. Parts for door protective devices.
 - 8. Power supplies.
 - 9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
 - 10. SCR drive components.
 - 11. One spare control board of each type installed.
 - 12. Cylinder head packing and pump motor belts.

.8 WIRING DIAGRAMS: A complete set of all wiring diagrams for the elevator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on City of Beverly Hills' and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the City of Beverly Hills and are to remain in their respective machine room.

.9 SCHEDULES AND RECORDS

- A. Contractor shall provide a work schedule for each machine room.
- B. These 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. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man hours indicated in Exhibit 'A'.
- C. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.
- D. Schedules posted shall be of the chart type which shall be initialed by the serviceman when each scheduled inspection is performed.
- E. 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 and supervisor's visits. These logs will remain the property of the City of Beverly Hills.
- F. The Contractor, on a monthly basis, shall deliver to the City of Beverly Hills' Administrator a copy of the callback and repair log.
- G. All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by the City of Beverly Hills' Administrator.

.10 PERSONNEL

- A. Contractor agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a journeyman level mechanic as a minimum. Helpers may not work alone but may assist the mechanic as needed. In the event that the City of Beverly Hills becomes dissatisfied with the performance of any persons assigned to perform the services under this Agreement, Contractor agrees, upon request from City of Beverly Hills' Administrator, to assign other qualified personnel to perform these services.
- B. Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition.

SECTION 2 - SPECIAL PROVISIONS

2.1 PERFORMANCE GUARANTEE

- A. If an elevator 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. All repairs shall be pre-scheduled in writing.
- B. If the Contractor does not respond in the time frames listed below under "Trouble Calls", the

following month's billing will be credited in the amount of \$500 for each extended trouble call.

- C. If during 30 consecutive days, City of Beverly Hills' Administrator experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- D. No penalty shall be assessed under A or C if damage is caused by vandalism or any other cause except normal wear and tear.

SECTION 3 - TERMS AND CONDITIONS

3.1 AGREEMENT PRICE: The Agreement price shall be _____ Dollars (\$) per month as shown on The Bid Form.

3.2 HOURS OF WORK: All normal work under this Agreement is to be performed during the regular working hours of the regular working days of the elevator trade.

- A. If overtime work, other than specified, is required, City of Beverly Hills' Administrator will pay only the difference between normal and overtime labor at the elevator company's regular billing rate. Removal of elevators from service shall be coordinated with and approved by City of Beverly Hills' Representative.
- B. Should City of Beverly Hills' Administrator require overtime call backs to be included in the Agreement, the monthly Agreement price shall be increased by the amount shown on **SECTION 9, PART 3.0** to include applicable price adjustments.

3.3 CHANGES IN WORK

- A. City of Beverly Hills' Administrator, without invalidating the Agreement, may order additional work not covered under the Maintenance Contract price. The City of Beverly Hills' Administrator must authorize the work based on an agreed cost or based on time and material using the labor rates set forth in **Section 9, Part 3.0**.
- B. In the event that City of Beverly Hills' Administrator withdraws or adds any elevator (and/or escalator) to or from service, or the usefulness of any elevator and/or escalator shall end, during the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of this Agreement.

3.4 TROUBLE CALLS: Call back 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 call back during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job. Contractor may bill City of Beverly Hills' Administrator for the bonus portion of labor for overtime hours.

- A. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee 60 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 2 hour response time from 5:00 P.M. to 8:00 A.M. daily and on holidays.
- B. In the event an elevator is shut down without trapped passengers, Contractor shall guarantee 90 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 3 hour response time from 5:00 P.M. to 8:00 A.M. daily.

3.5 RIGHT TO SURVEY QUALITY OF MAINTENANCE

- A. City of Beverly Hills' Administrator may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to City of Beverly Hills' Administrator to conduct the tests not more frequently than annually.
 - B. City of Beverly Hills' Administrator may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance Agreement. These evaluations may be made on a yearly basis during the course of this Agreement.
 - C. The results of these evaluations will be issued by the elevator consultant to City of Beverly Hills' Administrator. If non-compliance items are included in the report, City of Beverly Hills' Administrator will issue a punch-list to the Contractor who shall correct those items within thirty days. If punch-list items are not corrected within thirty days, City of Beverly Hills' Administrator may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance Contractor.
- 3.6 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.

3.7 NOTICES: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and shall be served personally, delivered by independent messenger or courier service, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

If to City of Beverly Hills' ADMINISTRATOR,

To _____

Attn: _____

With Copy To: _____

If to CONTRACTOR,

To _____

Attn: _____

Either party may change its address by a notice to the other party complying with this paragraph.

Notices delivered personally will be effective immediately upon delivery to an authorized representative of the party at the designated address; notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Agreement will be effective two (2) days after mailing.

SECTION 9
BID FORM

NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for **ELEVATOR MAINTENANCE SERVICE**,

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in strict conformity with the Contract Documents, at prices indicated below:

1.0 BREAKDOWN BY ELEVATOR LOCATIONS

1.1 CITY HALL - 455 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH)

_____ DOLLARS (\$ _____ /MONTH)

1.2 POLICE FACILITY - 464 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH)

_____ DOLLARS (\$ _____ /MONTH)

1.3 LIBRARY - 444 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH)

_____ DOLLARS (\$ _____ /MONTH)

1.4 FIRE STATION NO.1 - 445 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH)

_____ DOLLARS (\$ _____ /MONTH)

1.5 CAMDEN PARKING STRUCTURE - 440 NORTH CAMDEN DRIVE

A. MAINTENANCE SERVICE (PER MONTH)

_____ DOLLARS (\$ _____ /MONTH)

- 1.6 **BEVERLY PARKING STRUCTURE - 216 SOUTH BEVERLY DRIVE**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.7 **SITE A SOUTH PARKING STRUCTURE - 225 NORTH CRESCENT DRIVE**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.8 **SITE A NORTH PARKING STRUCTURE - 333 NORTH CRESCENT DRIVE**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.9 **RODEO PARKING STRUCTURE- 9510 BRIGHTON WAY**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.10 **LA CIENEGA TENNIS CENTER - 325 SOUTH LA CIENEGA BOULEVARD**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.11 **SANTA MONICA 5 PARKING STRUCTURES (handicapped access lifts)**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.12 **LA CIENEGA COMMUNITY CENTER – 8400 GREGORY WAY (handicapped access lifts)**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.13 **ROXBURY RECREATION CENTER – 471 S. ROXBURY DRIVE (handicapped access lifts)**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)
- 1.14 **Public Works Water Treatment Facility – 345 Foothill Road**
 A. MAINTENANCE SERVICE (PER MONTH) _____
 _____ DOLLARS (\$ _____ /MONTH)

1.15 North Beverly Parking Structure – 345 N. Beverly Dr.
A. MAINTENANCE SERVICE (PER MONTH) _____
_____ DOLLARS (\$ _____ /MONTH)

1.16 Beverly North Parking Structure – 438 N. Beverly Dr. , 439 N. Cannon Dr.
A. MAINTENANCE SERVICE (PER MONTH) _____
_____ DOLLARS (\$ _____ /MONTH)

2.0 TOTAL BID AMOUNTS
A. MAINTENANCE SERVICE (TOTAL PER MONTH FOR ALL ELEVATORS)

_____ DOLLARS (\$ _____ /MONTH)

3.0 BILLING RATE BREAKDOWN

Contractor's premium portion of billing rate for work performed outside of regular working hours:

For Overtime Call Backs/Maintenance:

Monday through Sunday: \$_____ per mechanic hour.

Holidays: \$_____ per mechanic hour.

For Repairs:

Monday through Friday: \$_____ per mechanic hour.
\$_____ per team hour.

Saturday & Sunday: \$_____ per mechanic hour.
\$_____ per team hour.

Holidays: \$_____ per mechanic hour.
\$_____ per team hour.

Contractor's billing rate for repairs due to negligence or other causes not covered in this Agreement.

Normal Working Hours: \$_____ per mechanic hour.
\$_____ per team hour.

Overtime Hours: \$_____ per mechanic hour.
\$_____ per team hour.

Holidays: \$_____ per mechanic hour.

\$_____ per team hour.

The above labor rates shall be adjusted annually on the anniversary date by the percentage change in the straight time hourly cost as stated in the price adjustment clause.

4.0 SUPPORTING ENCLOSURE

THE UNDERSIGNED HAS ENCLOSED WITH THIS BID PROPOSAL A LIST OF EXCEPTIONS OR CLARIFICATIONS TO THE SPECIFICATION:

YES: _____

NO: _____

RESPECTIVELY SUBMITTED,

EXHIBIT A

SCHEDULE OF EQUIPMENT AND FREQUENCY OF SERVICE

MINIMUM ROUTINE SERVICE

BUILDING	EQUIPMENT TYPE	EQUIPMENT NUMBER	FREQUENCY	HOURS PER VISIT
Elevators				
450 Rexford	Parking Structure	2	Twice Monthly	2
455 Rexford	City Hall	2	Twice Monthly	2
464 Rexford	Police Facility	3	Twice Monthly	3
		3	Monthly	3
444 Rexford	Library	2	Monthly	4
		1		
		1		
445 Rexford	Fire Station No. 1	2	Monthly	1
440 Camden	Parking Structure	2	Twice Monthly	2
216 Beverly	Parking Structure	2	Twice Monthly	2
345 Beverly	Parking Structure	2	Twice Monthly	2
225 Crescent	Parking Structure	4	Twice Monthly	2
333 Crescent	Parking Structure	2	Twice Monthly	2
9510 Brighton Way	Parking Structure	2	Twice Monthly	2
321 La Cienega	Tennis Center	1	Monthly	1
461 Bedford	Parking Structure	2	Twice Monthly	2
345 Foothill Rd.	Water Treatment Plant	1	Monthly	1
345 N. Beverly Dr.	Parking Structure	2	Twice Monthly	2
438 N. Beverly Dr	Parking Structure	3	Twice Monthly	2
439 N. Cannon Dr.	Parking Structure	2	Twice Monthly	2
Disabled Access Lifts				
Santa Monica Blvd.	Parking Structure	5	Monthly	2.5
8400 Gregory	Community Center.	1	Monthly	.5
471 Roxbury	Recreation Center	1	Monthly	1

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

6. **Signature Page and Legal Status.** The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the City accept this proposal.

Bid proposal by Otis Elevator Company
(Name of Firm)

Legal status of bidder: Please check the appropriate box

A. Corporation ; State of Incorporation New Jersey

B. Partnership ; List Names _____

C. DBA ; State full name _____ DBA _____

D. Other ; Explain _____

Signature of Bidder  Title Ricardo Castro
General Manager
Otis Elevator Company
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address 2701 Media Center Dr #2 City Los Angeles Zip 90065

Telephone # (323) 342-4500

Signed this 21 day of April 2009

Bidder acknowledges receipt of the following Addenda:

<u>ADDENDUM NO.</u>	<u>BIDDER'S INITIALS</u>
4/15/09	<u></u>

SECTION 7: ADDITIONAL FORMS

7. Additional Forms

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Certificate of Insurance
- e. Bidder's Check List

EXPERIENCE FORM

Bidder must complete the following Experience Form and submit all required information. **Bidder's failure to fully complete the form or to adequately respond to the questions will render the bid non-responsive and are grounds for rejection by the City Council.**

LICENSING

- 1) List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.

State: See attached sheet
Category: _____
License: _____
Class: _____

GENERAL EXPERIENCE

- 2) List the categories of work that your organization normally performs with its own forces.
- i) Trades: Elevator Installation, Maintenance, & Repair

- 3) Claims and Suits: (If the answer to any of the questions below is yes, attach details)
- i) Has your organization ever failed to complete any work awarded to it? NO
 - ii) Are there any judgement, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? See attached
 - iii) Has your organization ever had a judgement or law suit filed against the firm with regard to construction or service contracts within the last five years? See attached
 - iv) Has your organization ever been cited for violation in complying with the Prevailing Wages requirements? See attached
- 4) Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction or service contract? (If the answer is yes, attach details)
- 5) On a separate sheet, list the major Service Contracts your organization has in progress, giving the name of the account, owner, contract amount, and scheduled expiration date.
- 6) On a separate sheet, list the major Service Contracts your organization has completed in the past five Years, giving the name of the account, owner, contract
- 7) On a separate sheet, list the cumulative experience and present commitments of the key individuals of your organization.

SPECIFIC QUALIFICATIONS

8) Within the last five years, list at least three (3) Elevator Service Contracts your organization has held involving large governmental or other comparable facilities, which include similar trade categories. On a separate sheet, provide the owner, contract amount, and date of contract award of the projects listed.

- i) See attached on separate sheet
- ii) _____
- iii) _____

REFERENCES

9) Trade references: (provide on a separate sheet)

Bank references: (provide on a separate sheet)

**AFFIDAVIT OF NON-COLLUSION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

State of California)

) ss.

County of Los Angeles)

Ricardo Castro, being first duly sworn, disposes and says that he or she is General Manager of Otis Elevator Company the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Contractor

Ricardo Castro
General Manager
Otis Elevator Company

ATTACH APPROPRIATE
NOTARY ACKNOWLEDGMENTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles



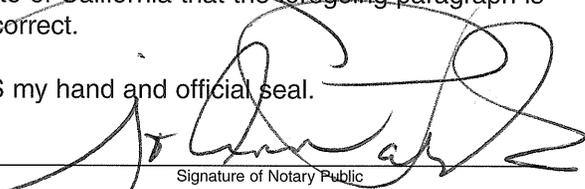
On April 21, 2009 before me, Jo Ann Parham, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Castro
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

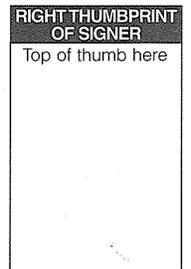
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY
WITH CALIFORNIA LABOR LAW**

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor understands and acknowledges that copies of the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, are on file in the office of Public Works Engineering Department and that they will be made available to any interested party upon request. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided in this Section, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776 itself and all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for its own compliance with Section 1777.5 and for the compliance of all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties because workers work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor at any tier for each calendar day during which that worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

In accordance with California Labor Code Sections 1860 and 3700, Contractor shall secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: April 21, 2009 Signature: 

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1. **BID**

Signed by Bidder



2. **BID BOND**

Not Required

3. **AFFIDAVIT OF NONCOLLUSION**

Enclosed



Signed by Bidder

4. **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

Enclosed



Signed by Bidder

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 190, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

SECTION 8

SCOPE OF SERVICES

ELEVATOR MAINTENANCE CONTRACT

PART I

GENERAL REQUIREMENTS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS DOCUMENT.

ELEVATOR MAINTENANCE CONTRACT

1. **TERM OF CONTRACT.** The term of the contract shall be for one (1) year with optional annual extensions as described herein. This Contract shall become effective on execution of the Agreement for services and Notice to Proceed and shall expire on the anniversary of the Notice to Proceed unless renewed. City reserves the right to extend the contract term by Agreement beyond each expiration date; however, the City does not imply that the contract, as written, or the resulting Agreement for services, will necessarily be extended. Notwithstanding anything contained herein to the contrary, upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause.

2. **PRICES:** Contractor expressly states that prices shown in this Scope of Services shall be considered firm for the duration of each year that the contract remains in effect. Cost increases as described in Paragraphs 2.a and 2.b shall be the maximum dollar amount or maximum percentage amount permitted under the terms of the Escalation provisions of this Agreement.

A. **Proposal Pricing.** The Proposer shall complete Proposal Pricing as requested in Section 9 "Bidder's Bid". Incomplete Bids shall be considered unresponsive and will be eliminated from consideration.

Services and Supplies shall be priced separately as listed in Section 9.1.0, entitled "Bid Form". Services and Supplies pricing shall include all margin, mark-up, taxes, expenses and overhead. The City may, at its sole discretion, reject the supplies portion(s) of the proposal, award the supplies portions(s) of this portion separately, delete from the Scope of Work, award to multiple vendors, or bid as a separate contract, as may be deemed in the best interest of the City.

Annual Escalation Cost Adjustment are permitted for bona fide Union labor increases, Union health and welfare cost increases, and unit supplies cost under the following formulae. Cost increases due to administrative overhead, tools, materials or profit margin are prohibited during the term of the contract and any extensions thereof.

B. Labor Cost Escalation Provisions. On the anniversary date of the Collective Bargaining Agreement between a bona fide Labor Union and the Contractor, the Contractor may, upon written request to the Administrator, request that such increases in salaries and health and welfare benefits required in a collective bargaining agreement be allowed as an adjustment to the base contractor price. Non-union labor increases may be requested under the same terms as may apply to Union labor. The Contractor shall provide a written proposal documenting the proposed adjustment in the monthly base price per facility serviced, with such supporting documentation justifying the request as may required by the Administrator. The Administrator shall submit the request for adjustment with a recommendation to the City Council to accept or reject the request. The Council may accept or reject the Contractor's request for increase.

C. Supply and Material Cost Escalation Provisions. Thirty (30) days prior to each year's anniversary date, the Contractor may request in writing to the Administrator that supply and material cost be increased by an amount not to exceed the average Consumer Price Index of the preceding twelve (12) months for the Los Angeles basin. The Contractor shall provide a written proposal documenting the proposed adjustment in the monthly based price per facility service, with such supporting documentation justifying the request as may be required by the Administrator. The Administrator shall submit the request for adjustment with a recommendation to the City Council to accept or reject the request. The Council may accept or reject the Contractor's request for increase.

3. UNION AFFILIATION. All non-management employees and labor provided by the Contractor under the terms of this agreement shall be employed under a collective bargaining agreement between the Contractor and a Labor Union of the appropriate trades recognized by the State of California. The Proposer shall submit documentation to verify compliance with this provision with the proposal.
4. CITY CHANGES TO SCOPE OF WORK. The City reserves the right to change any part of the Scope of Services at any time. In that event, those changes shall be reviewed for impact to the cost of the work, and adjustment, either up or down, shall be made in accordance with provisions shown elsewhere in this document.

City may, by written notice of the Administrator, initiate any change within the scope of the Scope of Services, as noted above. If Contractor desires to make any change, Contractor must submit a written request for that change to the City. However, Contractor may make that change only upon written order of the City. A corresponding equitable change in the agreed-to Price of this work will be made for each change ordered.

5. WARRANTIES, GUARANTEES AND MANUFACTURER'S SPECIFICATIONS. Contractor shall provide a minimum one-year warranty on materials, parts and/or labor provided in the performance of this work. If applicable, manufacturer's specifications shall be submitted to the City and shall be considered a part of the requirements of this Scope of Services.
6. DEFINITIONS.
 - A. DAILY shall mean seven (7) days per week including holidays, unless noted otherwise.
 - B. MONDAY-FRIDAY (MON-FRI) shall mean five (5) days per week, Monday through Friday, unless otherwise noted.
 - C. SATURDAY-SUNDAY (SAT-SUN) shall mean the two days of the weekend, Saturday and Sunday.

- D. WEEKLY shall mean one day per week. Day selected shall be determined by the Administrator.
- E. BI-WEEKLY shall mean every other week (twice a month). Week shall be selected by the Administrator.
- F. BI-MONTHLY shall mean every other month (twice a month).
- G. MONTHLY shall mean once per calendar month. Day(s) selected shall be determined by the Administrator.
- H. SEMI-ANNUALLY shall mean twice per calendar year. Days shall be determined by the Administrator.
- I. ANNUALLY shall mean once per calendar year. Day(s) selected shall be determined by the Administrator.
- J. CONTRACTOR shall mean the Contractor awarded a Agreement under the terms of this Scope of Services.
- K. CITY shall mean the City of Beverly Hills
- L. P.M. shall mean preventive maintenance service.
- M. SUBCONTRACTOR shall mean a Contractor hired by the primary Contractor to perform specified work under the direction and control of the primary Contractor.
 - (1) All subcontractors are subject to approval by the Administrator. Upon request by the Administrator, the Contractor will cease to use any subcontractor and will henceforth perform the work with his own personnel or use another subcontractor approved by the Administrator.
 - (2) No change shall be made by the Contractor with respect to any subcontractor without prior written authorization of the Administrator.
 - (3) All terms and specifications contained herein apply with the same force and effect to subcontractors as to the primary Contractor.
- N. ADMINISTRATOR shall mean the Public Works Department Facilities Maintenance Manager or his designee(s). The Administrator shall represent the City in matters of the Contract.

7. QUALITY CONTROL, SUPERVISION AND INSPECTION.

- A. **Supervision.** The Contractor shall provide systematic and adequate supervision of foreman, Chief Engineer and personnel in his employ or in the employ of authorized subcontractors.

8. **DIRECTION, TRAINING AND INSTRUCTION.**

- A. All personnel employed by the Contractor or authorized subcontractor shall be fully qualified to furnish services specified and to conform satisfactorily with conditions of performance detailed in this document. A working Chief Engineer shall be assigned to supervise Contractor's on-site employees and sub-contractors.
- B. Work Scope shall be maintained to the satisfaction of the Administrator, including the accurate and timely reporting on all activities, as required by the City.
- C. The Contractor shall provide all necessary training to Contractor's employees, including on-going training, to fulfill the required Scope of Services.

9. **PERSONNEL AND LABOR.** The Contractor shall furnish and provide all necessary labor required for the efficient performance of all services specified in this document, including supervision to the full extent contained in these specifications, and such labor shall conform fully with the pertinent conditions of maintenance required.

10. **DRESS.**

- A. The Contractor shall provide and require ALL his personnel to wear work uniforms while providing services to the City. Uniforms must be of a common company color and display company name patches and insignia, including the individual employee's name. Uniforms shall consist of matching or color coordinated shirt and full length pants, and shall include safety shoes which all employees will be required to wear. Contractor's employees reporting for work not in correct uniform will not be permitted to enter City facilities.

11. **RESPONSIBILITY.**

- A. All authority to employ and pay all costs for persons providing services to the City is the responsibility of the Contractor. The Contractor shall, however, at the request of the Administrator, immediately remove any employee from this job and immediately replace him/her with one acceptable to the Administrator. Assignments of new and/or reassignment of current employees must be approved in advance by Administrator.
- B. The Contractor's and any authorized Subcontractor's employees shall be fully trained and carefully screened for suitability of temperament, ability and character with all legally approved means available. The Contractor shall maintain a pool of qualified replacement personnel to cover absences and terminations.

12. **SECURITY.**

- A. The Contractor shall be responsible to investigate the background of his employees and/or subcontractors employees and shall not permit any person with a criminal record to work on City premises without the advance written approval of the Administrator. The City reserves the right to accept and/or reject personnel utilized by the Contractor as it deems appropriate. All the Contractor's employees must be in full compliance with any and all current laws and regulations of U.S. Immigration and Naturalization Service.
- B. The City may request and the Contractor shall furnish proof of compliance with above laws and/or regulations. The Contractor agrees to hold the City harmless and pay any and all fines, penalties and/or other costs incurred by the City as a result of the Contractor's, his employees', and/or his subcontractors' failure to comply with said laws and/or regulations.

- C. Work will be performed only by employees, carrying company identification cards and be otherwise uniformed in accordance with Item No. 20, detailed above.
- D. The Contractor shall not permit unauthorized or non-working persons on City premises. All personnel will be restricted to those areas where they have assigned duties to perform. Dependents, children or friends of employees are not permitted on City premises. Unauthorized use of City telephone or other equipment is prohibited.
- E. All employees of the Contractor or authorized Subcontractor will depart from exit(s) designated by the Administrator.
- F. No smoking is allowed in any City building.

13. SAFETY

- A. The Contractor shall take all steps necessary to insure the safety of his employees and City employees and to protect City property from damage. The Contractor shall provide the City on request a copy of the Contractor's written Safety Program.
- B. **Hazardous Substances Stored on City Property.** Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California, pursuant to California Labor Code Sections 6380-6386, require material safety data sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194. MSDS(S) shall accompany this bid. If any of the ingredients of the product bid is a carcinogen as shown on the most current list prepared by the international agency for research on cancer (IARC), Contractor shall separately identify such ingredients as a carcinogen. Contractor is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available. A copy of the MSDS shall accompany each shipment of the product to a City facility. The product shall be delivered in containers labeled with a common chemical name of the product and the common or technical name of each of the chemical ingredients of the product, together with a statement of precautions to be taken in the use of the product.

14. SUPPLIES AND EQUIPMENT.

- A. Contractor shall furnish all supplies, products and equipment required to perform the services, including repair and preventive maintenance, called for in these specifications. The bid price shall include the cost of supplying all supplies and materials. If dispute arises regarding responsibilities of replacement parts or components, the Administrator shall determine responsibility, whose decision shall be final.

15. **SECURITY OF FACILITIES.**

- A. The Contractor's personnel shall make certain all doors are locked and securely latched before leaving an area, even for temporary periods.
- B. Any evidence of a possible crime, including vandalism observed by the Contractor's personnel must be immediately reported to the Beverly Hills Police Department Watch Commander at (310) 285-2125. The presence of unknown persons who cannot identify themselves as employees of the City or provide proof of authorization to be on City premises during non-business hours must also be immediately reported to the Watch Commander.
- C. Contractor personnel upon arrival at a City facility, shall report their presence and purpose of their visit to an on-site City employee. Should a City employee not be available, the Contractor's personnel should have their dispatch center contact Facilities Maintenance via cell phone at 1-310-721-3711 to inform them of the location and purpose of the visit by the Contractor's personnel.

SECTION 8

SCOPE OF SERVICES

PART II

DETAILED SPECIFICATION

for

**COMPLETE ELEVATOR MAINTENANCE SERVICE
FOR ALL CITY ELEVATORS AND LIFTS**

SECTION 1. - EXTENT OF WORK

.1 CONTRACTOR'S DUTIES

- A. The work to be performed by the Contractor under this Agreement shall consist of furnishing all material, labor, tools and equipment necessary to provide full preventative maintenance service on the equipment described.
- B. 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.
- C. 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 City of Beverly Hills. 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.
- D. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each elevator 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 City of Beverly Hill's Administrator responsible for that building so that he may accompany him.
- E. The Contractor agrees that they are capable of maintaining this equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award of this Agreement.
- F. Provide routine servicing of equipment as frequently as indicated on Exhibit 'A'. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. All lubrication frequencies and types of lubricants will meet the manufacturer's specifications. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service.
- G. Contractor shall notify the City of Beverly Hill's Administrator if hydraulic fluid is added to the tank due to an unaccountable loss of fluid. Contractor shall also make the City of Beverly Hill's Administrator aware of the implication of possible underground leaking. Provide a proposal with complete description of the procedure for individually testing the integrity of the cylinder and underground to/from oil line if applicable.

- H. (1) Contractor shall be responsible to provide name, title, phone number, and fax number of an employee, who will be responsible to act as agent for the City in regards to correspondence with the State of California.
- (2) Said agent will be responsible to receive from the City copies of elevator inspection forms, notices, and orders sent by the State that require mechanical or other necessary repairs.
- (3) Contractor's agent shall be responsible to ensure that all inspection forms are sent to the appropriate Contractor personnel, and that the City is notified in writing within five working days of receipt of the notices, what actions the Contractor will take to resolve the items listed on the notice.
- (4) Contractor's agent shall be responsible to ensure that all requirements on the notifications are met by the compliance date, and that the State and City are notified in writing of all completed work.
- (5) In the event that the Contractor finds any of the required repairs listed in the notification from the State not to be covered by the Scope of Services, the City Administrator must be advised in writing listing in detail the reason why these repairs are not covered by the Scope of Service. The City shall be notified by the Contractor within five working days of receipt of the State notice. The Administrator shall determine if such work is within the Scope of Services, whose decision shall be final.

.2 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; hoistway enclosures; hoistway door panels and frames.
- D. Other items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. Contractor shall obtain City of Beverly Hills Representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- E. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.
- F. Buried cylinders and buried piping.

.3 CONDITIONS OF SERVICE: Contractor shall maintain all Equipment in good operating condition in accordance with manufacturer's specifications and should conditions warrant repair or replace the Equipment, including without limitation, the following:

A. Traction Elevators:

1. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, gears, worms, thrusts.
2. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings.
3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.
4. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
5. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs. Contractor not responsible for alignment when affected by building compression or shifting hoistway enclosures.
6. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frame, safety mechanisms, platform, platform sub-flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.
7. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
8. Shorten and reshackle hoist cables if stretching of ropes makes this necessary.
9. The Contractor shall check the condition and operation of detectors, safety edges and of light rays on car at every visit and, if they are inoperative, shall repair them within one business day. If, in the Contractor's opinion, the door protection devices are not maintainable, he shall replace them at no cost to City of Beverly Hills.
10. Seismic triggers and/or derailment devices; collision switches.
11. Fire related elevator controls.
12. Make corrections and respond to discrepancies identified by the local elevator enforcing authorities.

B. Hydraulic Elevators:

1. Complete pumping plant, valves, exposed piping, fittings, piston (unless damaged by cylinder failure), packing, tank, heaters and mufflers.

2. If flexible hose and fitting assemblies are used, they shall be changed as required by ASME A17.1 Code or sooner if necessary.
3. Materials and services covered by traction elevators as applicable.
4. Furnish all oil, lubricants, packing and other materials required.

C. Lifts:

Materials and services covered by Traction Elevators or Hydraulic Elevators as applicable.

.4 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 can not meet these criteria, the Contractor shall so state.
3. If there are no exceptions taken, performance shall be provided as specified hereinafter.

B. Basic Performance Requirements: Electric 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.
 - d. Door pressure shall be maintained below 30 pounds in closing.
2. Group Supervisory Systems: Keep group control systems operating at design criteria for the lifetime of the maintenance Agreement.
3. Individual Elevator Performances: Maintain performance requirements as follows, or per manufacturers' requirements.
 - a. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for Hydraulic Elevators under all loading conditions.

Elevator						
Address	Facility	No.	Speed	Start-to-Stop Motion Time	Rise	Door Opening
450 Rexford	Parking Structure	1 - 2	350			2.3
455 Rexford	City Hall	1 - 2	350	5.6	12'-0"	2.3
464 Rexford	Police Facility	1 - 2	350	6.0	13'-6"	2.3
		3	150		12'-0"	2.1
		4	125		12'-0"	2.1
		5	150		12'-0"	2.1
		6	350	6.0	12'-0"	2.3
444 Rexford	Library	1	150		15'-3"	3.1
		2	80		15'-3"	2.2
		3	100		10'-6"	Bi Parting
		4	125		15'-3"	2.1
445 Rexford	Fire Station No. 1	1 - 2	150		12'-0"	2.1
440 Camden	Parking Structure	1 - 2	350	5.4	10'-6"	1.6
216 Beverly	Parking Structure	1 - 2	300	5.4	11'-0"	1.6
225 Crescent	Parking Structure	1 - 4	200	5.6	9'-0"	2.5
333 Crescent	Parking Structure	1 - 2	200	5.9	9'-6"	1.6
9510 Brighton Way	Parking Structure	2				
321 La Cienega	Tennis Center	1	150		12'-0"	2.1
461 Bedford	Parking Structure	2				
345 Foothill Rd.	Water Treatment Plant	1				
345 N. Beverly Dr.	Parking Structure	1 - 2				
438 N. Beverly Dr. 439 N. Canon Dr.	Parking Structure	1 - 5				
439 N. Canon Dr.	Parking Structure					
471 S. Roxbury Dr	Lift	1 - 5				
8400 Gregory Way	Lift	1 - 5				
Santa Monica Blvd.	Parking Structure	1 - 5				

b. Door Standing Times:

Car Call: 5.0 to 6.0 Seconds
Hall Call: 6.0 to 8.0 Seconds

c. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

5 SPECIAL TESTS

- A. Elevators provided with fire service, derailment devices, seismic switches or other special operations shall be checked once every month to make certain that these devices are operating correctly and as designed. City of Beverly Hills's Administrator and the Contractor shall arrange for mutually acceptable dates to perform the tests. The standby power operation will be tested by City of Beverly Hills and, if elevator system fails, Elevator Contractor shall make corrections and retest.
- B. The Contractor shall examine periodically the car 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 re-calibrated and sealed for proper tripping speed. These tests shall be witnessed by the City of Beverly Hill's Administrator and a written report shall be furnished indicating the results of such test. All testing shall conform with the requirements of ASME A17.2.1 and/or local code testing requirements.
- C. Hydraulic elevators shall have a load test performed per ASME A17.2.2, during the term of this Agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. It shall comply with the State of California's Elevator Safety Order No. 3017(J). The report shall conform to the requirements of the State with the test witnessed by City of Beverly Hill's Administrator.
- D. Contractor shall create a form for each car describing tests and deliver a signed copy to City of Beverly Hills' Administrator after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

6 HOUSEKEEPING

- A. Within the first three (3) months this Agreement is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway 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. All debris such as wiping rags, empty oil cans, trash from pits, etc., resulting from this work shall be promptly removed by the Contractor.

.7 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.
- B. 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 set of motor brushes and holders for each type of motor and generator.
 - 2. One door operator motor of each type used.
 - 3. Hanger sheaves for car and hoistway doors.
 - 4. Two complete door interlocks.
 - 5. One set of generator bearings for each type of generator.
 - 6. One set of brake linings for each type of brake.
 - 7. Parts for door protective devices.
 - 8. Power supplies.
 - 9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
 - 10. SCR drive components.
 - 11. One spare control board of each type installed.
 - 12. Cylinder head packing and pump motor belts.

- .8 WIRING DIAGRAMS: A complete set of all wiring diagrams for the elevator systems covered under this Agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on City of Beverly Hills' and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the City of Beverly Hills and are to remain in their respective machine room.

9 SCHEDULES AND RECORDS

- A. Contractor shall provide a work schedule for each machine room.
- B. These 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. However, in no case shall the schedule be less than the minimum requirement of on-site routine servicing man hours indicated in **Exhibit 'A'**.
- C. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.
- D. Schedules posted shall be of the chart type which shall be initialed by the serviceman when each scheduled inspection is performed.
- E. 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 and supervisor's visits. These logs will remain the property of the City of Beverly Hills.
- F. The Contractor, on a monthly basis, shall deliver to the City of Beverly Hills' Administrator a copy of the callback and repair log.
- G. All forms required for the above schedules, monthly work sheets, call back records and performance reports must be approved by the City of Beverly Hills' Administrator.

10 PERSONNEL

- A. Contractor agrees that all services shall be performed by trained maintenance and repair personnel, directly employed and supervised by the Contractor. All work shall be performed by a journeyman level mechanic as a minimum. Helpers may not work alone but may assist the mechanic as needed. In the event that the City of Beverly Hills becomes dissatisfied with the performance of any persons assigned to perform the services under this Agreement, Contractor agrees, upon request from City of Beverly Hills' Administrator, to assign other qualified personnel to perform these services.
- B. Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition.

SECTION 2 - SPECIAL PROVISIONS

2.1 PERFORMANCE GUARANTEE

- A. If an elevator 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. All repairs shall be pre-scheduled in writing.

- B. If the Contractor does not respond in the time frames listed below under "Trouble Calls", the following month's billing will be credited in the amount of \$500 for each extended trouble call.
- C. If during 30 consecutive days, City of Beverly Hills' Administrator experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the next monthly billing.
- D. No penalty shall be assessed under A or C if damage is caused by vandalism or any other cause except normal wear and tear.

SECTION 3 - TERMS AND CONDITIONS

3.1 AGREEMENT PRICE: The Agreement price shall be Twelve thousand, five hundred and 0/100 Dollars (\$12,500.00) per month as shown on The Bid Form.

3.2 HOURS OF WORK: All normal work under this Agreement is to be performed during the regular working hours of the regular working days of the elevator trade.

- A. If overtime work, other than specified, is required, City of Beverly Hills' Administrator will pay only the difference between normal and overtime labor at the elevator company's regular billing rate. Removal of elevators from service shall be coordinated with and approved by City of Beverly Hills' Representative.
- B. Should City of Beverly Hills' Administrator require overtime call backs to be included in the Agreement, the monthly Agreement price shall be increased by the amount shown on **SECTION 9, PART 3.0** to include applicable price adjustments.

3.3 CHANGES IN WORK

- A. City of Beverly Hills' Administrator, without invalidating the Agreement, may order additional work not covered under the Maintenance Contract price. The City of Beverly Hills' Administrator must authorize the work based on an agreed cost or based on time and material using the labor rates set forth in **Section 9, Part 3.0**.
- B. In the event that City of Beverly Hills' Administrator withdraws or adds any elevator (and/or escalator) to or from service, or the usefulness of any elevator and/or escalator shall end, during the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of this Agreement.

3.4 TROUBLE CALLS: Call back 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 call back during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job. Contractor may bill City of Beverly Hills' Administrator for the bonus portion of labor for overtime hours.

- A. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee 60 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 2 hour response time from 5:00 P.M. to 8:00 A.M. daily and on holidays.
- B. In the event an elevator is shut down without trapped passengers, Contractor shall guarantee 90 minutes response time during 8:00 A.M. to 5:00 P.M., Monday-Friday, and 3 hour response time from 5:00 P.M. to 8:00 A.M. daily.

3.5 RIGHT TO SURVEY QUALITY OF MAINTENANCE

- A. City of Beverly Hills' Administrator may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to City of Beverly Hills' Administrator to conduct the tests not more frequently than annually.
- B. City of Beverly Hills' Administrator may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance Agreement. These evaluations may be made on a yearly basis during the course of this Agreement.
- C. The results of these evaluations will be issued by the elevator consultant to City of Beverly Hills' Administrator. If non-compliance items are included in the report, City of Beverly Hills' Administrator will issue a punch-list to the Contractor who shall correct those items within thirty days. If punch-list items are not corrected within thirty days, City of Beverly Hills' Administrator may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance Contractor.

3.6 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.

3.7 NOTICES: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and shall be served personally, delivered by independent messenger or courier service, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

If to City of Beverly Hills' ADMINISTRATOR,

To _____

Attn: _____

With Copy To: _____

If to CONTRACTOR,

To Otis Elevator Company
2701 Media Center Drive, Suite 2
Los Angeles, CA 90065

Attn: Lindsey Mickelson

Either party may change its address by a notice to the other party complying with this paragraph.

Notices delivered personally will be effective immediately upon delivery to an authorized representative of the party at the designated address; notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Agreement will be effective two (2) days after mailing.

**SECTION 9
BID FORM**

NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for **ELEVATOR MAINTENANCE SERVICE**,

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in strict conformity with the Contract Documents, at prices indicated below:

1.0 BREAKDOWN BY ELEVATOR LOCATIONS

1.1 CITY HALL - 455 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH)

Seven hundred thirty-four 0/100 DOLLARS (\$ 734.00 /MONTH)

1.2 POLICE FACILITY - 464 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH) One thousand six hundred

thirty-nine and 50/100 DOLLARS (\$ 1,639.50 /MONTH)

1.3 LIBRARY - 444 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH) Six hundred seventy-four

and 0/100 DOLLARS (\$ 674.00 /MONTH)

1.4 FIRE STATION NO.1 - 445 NORTH REXFORD DRIVE

A. MAINTENANCE SERVICE (PER MONTH) Three hundred forty-one

and 75/100 DOLLARS (\$ 341.75 /MONTH)

1.5 CAMDEN PARKING STRUCTURE - 440 NORTH CAMDEN DRIVE

A. MAINTENANCE SERVICE (PER MONTH) Seven hundred fifty and 0/100

DOLLARS (\$ 750.00 /MONTH)

- 1.6 **BEVERLY PARKING STRUCTURE - 216 SOUTH BEVERLY DRIVE**
 A. MAINTENANCE SERVICE (PER MONTH) Seven hundred thirty-four and 0/100 DOLLARS (\$ 734.00 /MONTH)
- 1.7 **SITE A SOUTH PARKING STRUCTURE - 225 NORTH CRESCENT DRIVE**
 A. MAINTENANCE SERVICE (PER MONTH) One thousand four hundred sixty-five and 0/100 DOLLARS (\$ 1,465.00 /MONTH)
- 1.8 **SITE A NORTH PARKING STRUCTURE - 333 NORTH CRESCENT DRIVE**
 A. MAINTENANCE SERVICE (PER MONTH) Seven hundred fifty and 0/100 DOLLARS (\$ 750.00 /MONTH)
- 1.9 **RODEO PARKING STRUCTURE- 9510 BRIGHTON WAY**
 A. MAINTENANCE SERVICE (PER MONTH) Seven hundred thirty-four and 0/100 DOLLARS (\$ 734.00 /MONTH)
- 1.10 **LA CIENEGA TENNIS CENTER - 325 SOUTH LA CIENEGA BOULEVARD**
 A. MAINTENANCE SERVICE (PER MONTH) One hundred seventy-one and 0/100 DOLLARS (\$ 171.00 /MONTH)
- 1.11 **SANTA MONICA 5 PARKING STRUCTURES (handicapped access lifts)**
 A. MAINTENANCE SERVICE (PER MONTH) Two hundred seventy-seven and 50/100 DOLLARS (\$ 277.50 /MONTH)
- 1.12 **LA CIENEGA COMMUNITY CENTER – 8400 GREGORY WAY (handicapped access lifts)**
 A. MAINTENANCE SERVICE (PER MONTH) Fifty-five and 50/100 DOLLARS (\$ 55.50 /MONTH)
- 1.13 **ROXBURY RECREATION CENTER – 471 S. ROXBURY DRIVE (handicapped access lifts)**
 A. MAINTENANCE SERVICE (PER MONTH) Fifty-five and 50/100 DOLLARS (\$ 55.50 /MONTH)
- 1.14 **Public Works Water Treatment Facility – 345 Foothill Road**
 A. MAINTENANCE SERVICE (PER MONTH) One hundred sixty-one and 0/100 DOLLARS (\$ 161.00 /MONTH)

Contractor's billing rate for repairs due to negligence or other causes not covered in this Agreement.

Normal Working Hours: \$197.00 per mechanic hour.
 \$335.00 per team hour.

Overtime Hours: \$394.00 per mechanic hour.
 \$670.00 per team hour.

Holidays: \$394.00 per mechanic hour.
 \$670.00 per team hour.

The above labor rates shall be adjusted annually on the anniversary date by the percentage change in the straight time hourly cost as stated in the price adjustment clause.

4.0 SUPPORTING ENCLOSURE

THE UNDERSIGNED HAS ENCLOSED WITH THIS BID PROPOSAL A LIST OF EXCEPTIONS OR CLARIFICATIONS TO THE SPECIFICATION:

YES: X

NO:

RESPECTIVELY SUBMITTED,



Ricardo Castro
General Manager
Otis Elevator Company



**UNITED
TECHNOLOGIES
OTIS ELEVATOR**

ACKNOWLEDGMENT

Thank you for your order

Please refer to our contract number in all correspondence. Address all inquiries to:

**Otis Elevator Co.
2701 Media Center Drive, Suite #2
Los Angeles, CA 90065
Attention: Lindsey Mickelson**

Contract Number

Your Order Number

Date Acknowledged
April 21, 2009

Sold To

Job Location (VARIOUS)
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210

Thank you for allowing us the opportunity to do business with your company. Our acceptance of this agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our clarifications to bid spec and bid form are made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

General Specifications

h. INSURANCE

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide certified copies of an insurance policy, waive subrogation rights or name and/or add others as additional insured. We will, however, provide insurance certificates on request, reflecting coverage for the project on an occurrence basis in accordance with the coverage limits outlined in the contract documents.

In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective Liability policy.

CUSTOMER PROVIDED INSURANCE

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

i. INDEMNITY

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

l. PAYMENT TERMS

Payments shall be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

n. TERMINATION

Otis does not agree to termination for convenience purposes.

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

PROJECT DELAYS

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

WARRANTY

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Otis agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Otis because of your acts or omissions or anyone employed by you shall be borne by you.

SEARCHED AND TESTS

Otis supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, we cannot agree to authorize any party to search our employees or require our employees to submit to any tests. Otis will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

SAFE ACCESS

Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

WORK EXCLUDED

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors

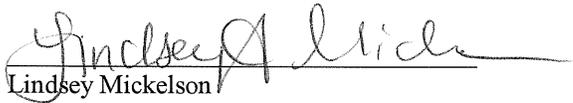
or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase or decrease in the straight time hourly labor cost.

We want to take this opportunity to thank you for this order.

OTIS ELEVATOR COMPANY


Lindsey Mickelson

MARSH

CERTIFICATE OF INSURANCE

ISSUE DATE
06/05/2008

PRODUCER
MARSH USA INC.
ONE STATE STREET
HARTFORD, CT 06103-3187

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A Hartford Fire Insurance Co

Company B Ins Co of the State of PA

Company C Illinois National Ins Co.

Company D National Union Fire Ins Co Pa

Company E New Hampshire Insurance Co

INSURED
OTIS ELEVATOR COMPANY
ONE FARM SPRINGS ROAD
FARMINGTON, CT 06032

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE	EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	02CSET10004 \$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate	04/01/2008	04/01/2009	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 300,000	
				MEDICAL EXPENSE	\$ 10,000	
				PERSONAL & ADV INJURY	\$ 1,000,000	
				GENERAL AGGREGATE	\$ 2,000,000	
				PRODUCTS - COMP/OP AGG.	\$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2008	04/01/2009	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$	
				BODILY INJURY (Per accident)	\$	
				PROPERTY DAMAGE (Per accident)	\$	
				COMPREHENSIVE		
				COLLISION		
B C D E	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	1928748(MA), 1928751(CA) 1928750(FL) 1928752(CT ex.SIR \$2,500,000) 1928742 1928744 1928745(MN) 1928746(TX) 1928749(NJ) (F) American Int'l South Ins Co 1928743 1928747(OR)	04/01/2008	04/01/2009	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>	\$
				EL EACH ACCIDENT	\$ 1,000,000	
				EL DISEASE (Each employee)	\$ 1,000,000	
				EL DISEASE (Policy Limit)	\$ 1,000,000	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	02HUT10021	04/01/2008	04/01/2009	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000	
A	O & C P Owners' and Contractors' Protective	02CSET31000	04/01/2008	04/01/2009	Occurrence	\$ 2,000,000
				Aggregate	\$ 2,000,000	
					\$	
					\$	
					\$	

This certificate only applies to SA 0000
123 Building, 123 Street, Any, CA

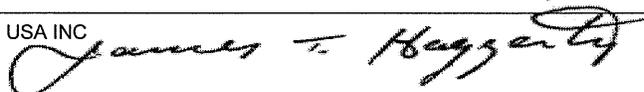
Company 123 is named insured on the OCP and the insurance policies include a waiver of subrogation, both to the extent required by contract with OTIS ELEVATOR COMPANY.

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT A FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, COMPANY, ITS AGENTS OR REPRESENTATIVES.

Company 123
123 Any Street
Any Street, CA 91355
US

MARSH USA INC
BY:



OWNERS AND CONTRACTORS PROTECTIVE LIABILITY CERTIFICATE OF COVERAGE



OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE is provided by the insurance company of the Hartford shown below; is provided on behalf of the Designated Contractor scheduled hereon; and consists of:

- A. This Certificate of Coverage.
- B. Owners and Contractors Protective Liability Coverage Form; and
- C. Any Endorsements issued to be a part of the Owners and Contractors Protective Liability Coverage Form and listed below:

Insurer: Hartford Fire Insurance Co
HARTFORD, CT 06115

Policy Number: 02CSET31000
Previous Policy Number: NEW

Issued to Named Insured and Mailing Address:
Company 123
123 Any Street
Any Street, CA 91355
US

Designated Additional Insureds:

Coverage Period: 04/01/2008 to 04/01/2009 12:01 a.m., standard time at your mailing address shown above.
(Coverage Period means the period beginning with the inception date coverage is provided for the project specified herein and ending with the earlier of cancellation of coverage, expiration of coverage or completion of the project)

Designated Contractor and Mailing Address:
OTIS ELEVATOR COMPANY
ONE FARM SPRINGS ROAD
FARMINGTON, CT 06032

Location of Covered Operations:
123 Building
123 Street
Any, CA

Contract Number: SA 0000

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Owners and Contractors Protective Liability Coverage Form that apply, are:

Each Occurrence Limit 2,000,000

Aggregate Limit 2,000,000

Premium: Included as part of the total Coverage Part premium, which is the responsibility of the Designated Contractor.

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Owners and Contractors Protective Liability Coverage Form:

Issue Date: 06/05/2008