

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



CONTRACT NO. 31392

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Costa Mesa, CA ON THE 13 DAY OF August, 20 09

COMPANY NAME: Schindler Elevator Corporation TIN: 34-1270056
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 3585 Coillar Ave CITY: COSTA MESA STATE: CA ZIP: 92626

PHONE: (714) 361-3043 FAX: (314) 361-3044

SI Scott Fitzsimons (SIGNATURE) District Manager (TITLE)

Scott Fitzsimons (PRINT NAME) SCOTT.FITZSIMONS@US.SCHINDLER.COM (EMAIL ADDRESS)

SI Lance Howard (SIGNATURE) District Manager (TITLE)

LANCE HOWARD (PRINT NAME) lance.howard@us.schindler.com (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY Don Owen Danell 11.19.09
Director of Financial Management Date

APPROVED AS TO FORM 11-18, 2009
ROBERT E. SHANNON
CITY ATTORNEY
Robert E. Shannon
Deputy

BID NUMBER PA-02109

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of DELAWARE

Partnership State of _____

General Limited

Joint Venture

Individual DBA _____

Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: NONE

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: AUGUST 13, 2009

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LENORE BLUEFORD (562) 570-5384
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

DANNY DeLATORRE (562) 570-5175
DEPARTMENT CONTACT TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

INSTRUCTIONS TO BIDDERS

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

BID SECTION

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified"

BID SECTION

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

BID SECTION

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

BID SECTION

**SPECIFICATIONS FOR THE MAINTENANCE AND REPAIR OF CITY ELEVATORS
IN THE CITY OF LONG BEACH, CALIFORNIA**

CONTRACT PERIOD

Twelve months after date of award or from the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one (1) year each in accordance with terms and conditions stated herein.

In addition, it is agreed that if the City intends to exercise its extension option for the two additional one year periods, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. The City reserves the right to accept or reject any price increase and to cancel the extension notice if price increases are not acceptable. Any notice of price increase shall show item number, price, contract number, and blanket purchase order number.

- a. Price increase shall not exceed 5 % during the first renewal period.
- b. Price increase shall not exceed 5 % during the second renewal period.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

GENERAL REQUIREMENTS

Information Provided During The Bid Period:

The bidder may, prior to bid opening, request in writing from the FMO clarification of the Specifications. If the FMO, in the FMO's sole discretion, believes there is a need for clarification, the City Purchasing Agent will issue an Addendum to all prospective bidders. No verbal requests will be honored. No verbal clarifications can be given but, if any verbal statements are made by any City employee, the bidder acknowledges by submitting a Bid that said employee had no authority to make such statement and warrants that the bidder did not rely on such statements.

Statements Made After Bid Opening But Prior to Award of a Contract:

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a contract by the City Council and an executed contract is binding on the City with respect to this bid.

BID SECTION

Abbreviations:

<i>Abbreviation</i>	<i>Word or Words</i>
Bldg	Building
CLB, COLB, LB	City of Long Beach
FMO	Facilities Management Officer Public Works Dept./Public Service Bureau; Designated as Contract Administrator for this Contract.
M	Meter
Mm	Millimeter
#	Pounds (weight)
Mfr	Manufacturer
No.	Number
Fpm	Feet per minute

Units of Measure:

U.S. Standard Measures shall be used unless otherwise noted in the Specifications for the Work.

MANDATORY PRE-BID CONFERENCE:

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:00 A.M. ON 07/30/09 AND BEGIN AT CITY OF LONG BEACH CITY HALL, 7TH FLOOR LARGE CONFERENCE ROOM (333 W. OCEAN BLVD. LONG BEACH, CA 90802). AFTER THE CONFERENCE, SELECTED SITES WILL BE VISITED. ATTENDANCE IS MANDATORY AT BOTH THE CONFERENCE AND JOB WALK (A SIGN IN SHEET AND ROLL CALL AT SITE WILL BE TAKEN). ALL BIDDERS THAT DO NOT ATTEND THE MEETING AND VISIT THE JOB SITES WILL HAVE THEIR BIDS DISQUALIFIED.

SITE INSPECTIONS:

Bidders shall examine the location, physical conditions and surroundings of the proposed work site to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.

Bidders may request additional inspections of the sites; however, no guarantee can be made that these additional inspections can be arranged due to City staff schedules. If attending the inspection or for further information, the bidders shall contact Michelle King at (562) 570-6361. Bids will not be accepted from a bidder that fails to attend the mandatory inspection.

PERFORMANCE BOND

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Bidder shall submit a Faithful Performance Bond to the City Purchasing Agent, City Hall, 333 W. Ocean Blvd, Plaza Level, Long Beach, CA 90802. The amount of the bond shall be 100% of the Contract amount and shall be submitted within ten (10) days after Notice of Award or receipt of bond forms, whichever is later. Bond shall be submitted on forms received from the City.

Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.

Graffiti-Free Requirement:

Throughout the term of this Contract, including any suspension of work, Contractor shall keep all of its property (dumpster, equipment, vehicles, etc.) and worksites under its control free from graffiti at its sole cost. If graffiti appears, Contractor shall cover, repaint, or otherwise remove the graffiti immediately. If Contractor fails to do so, City may take steps to remove the graffiti and the City's cost in doing so shall be deducted from the money due or to become due to the Contractor.

Protection of Work and Materials:

Remove and replace materials damaged by the Contractor's operations at the Contractor's sole expense.

Guarantee:

The Contractor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of 1 year after the date of acceptance of the Work by the City of Long Beach, unless some longer period is expressly set forth in any manufacturer's warranty.

When defective material or workmanship is discovered which requires repair or replacement under guarantee, the Contractor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all such defects. Repair or replacement shall commence within 24 hours after written notice has been given to the Contractor by the FMO, and shall be diligently and continuously performed until the repair or replacement is completed and accepted.

Taxes:

Bidders shall make no mention in the Bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed to include all taxes.

The Contractor shall pay all sales, consumer, use, and other taxes required to be paid in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work. The City is not exempt from sales tax.

Local Sales and Use Tax:

BID SECTION

The Contractor shall cooperate with the City to the full extent reasonable possible to maximize the local allocation of California Sales and Use Tax to the City. Such cooperation shall include but not be limited to:

1. Use Tax Direct Payment Permits: The Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit. The application for such permit is available from (and a copy of each quarterly tax return shall be sent to):

City Controller
City of Long Beach
333 W. Ocean Boulevard, 6th Floor
Long Beach, CA 90802

2. Purchases of \$500,000 or More: The Contractor shall require vendors and suppliers located outside California from whom the Contractor makes purchase of \$500,000 or more to allocate the use tax to the City of Long Beach.

Additional information regarding Use Tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

Labor:

In accordance with the Long Beach Municipal Code, not less than said prevailing rate of wages shall be paid to all workers employed in the execution of the Contract. The Director of Public Works of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to execute the contract, and the same is on file in the office of the City Engineer, 9th Floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802.

Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in the Labor Code of the State of California.

The Contractor and each subcontractor shall pay directly to each worker employed by it on the Work, who is not a member of an organization having a recognized collective bargaining agreement for that particular craft or work classification, or to make such payments irrevocably to a trustee or to a third person, pursuant to a fund, plan or program for the benefit of employees, their families and dependents, the full value of the employer payments identified in the preceding paragraphs as being included as a part of per diem wages.

Apprentice Employment. The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor

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under the Contractor and, by submitting a Bid and executing a contract, the Contractor stipulates that it shall so comply.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4th Street, Suite 830, Los Angeles, California.

Insurance:

Notwithstanding anything in the "General Conditions" and prior to the execution of the Contract, the Contractor shall comply with the following requirements and the City of Long Beach Certificate of insurance and Endorsements.

Contractor shall, at its sole cost and expense, 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 hereunder by the Contractor, Contractor's agents, representatives, officers, employees or subcontractors. Payment for insurance shall be considered as included in the various items of Work as bid, and no additional payment will be made therefor.

A. Minimum Insurance Requirements

1. Commercial general liability insurance (equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, XCU (explosion, underground, and collapse) perils, products and completed operations liability, independent contractors liability, and cross liability protection. The City, its Boards, and their officials, employees, and agents shall be named as additional insureds by endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85). There shall be no limitations on the coverage afforded to the City, its Boards, and their officials, employees and agents.

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2. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92) covering symbol 1, "Any Auto" in an amount not less than \$500,000 combined single limit per accident. The City, its officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the City, its Boards, and their officials, employees, and agents.
3. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident.

B. Acceptability of Insurers

The insurance required herein must be placed with carriers admitted to write insurance in California, or with non-admitted insurers with a rating of or equivalent to A:VIII by A.M. Best Company.

C. Verification of Coverage

The Contractor shall furnish to the City the documentation set forth in paragraph D below prior to the effective date of the Contract and shall, at least 30 days prior to expiration of the insurance required herein, furnish to the City renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

The City reserves the right to require complete, certified copies of all insurance required herein at any time.

The Contractor shall notify the City in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. Such notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

D. Documentation Required

The certificates and endorsements shall be on forms provided by the City and shall be received and approved by the City before Work commences. As an alternative, Contractor may submit certified copies of any policy that includes the required endorsement language as set forth below in paragraphs D.2, D.3, and D.4 below.

1. Certificates of insurance evidencing the required general liability insurance, automobile liability insurance, and workers' compensation insurance required hereunder.
2. General liability insurance endorsements
 - a. **ADDITIONAL INSURED** endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming the City of

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Long Beach, its Boards, and their officials, employees, and agents as additional insureds.

- b. CANCELLATION endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
- c. CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self- insurance of the City, its Boards, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.
- d. SEVERABILITY OF INTEREST endorsement which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.

3. Automobile liability insurance

- a. ADDITIONAL INSURED endorsement naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds with respect to any auto owned, leased, hired, borrowed or used by the Named Insured, in connection with this Contract.
- b. CANCELLATION endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
- c. CONTRIBUTION NOT REQUIRED endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self- insurance of the City, its Boards, their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, or their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.

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- d. SEVERABILITY OF INTEREST endorsement, which provides that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards, or their officials, employees, or agents.
4. Workers' compensation and employer's liability insurance endorsements
- a. CANCELLATION endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
 - b. WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the City, its Boards, and their officials, employees and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the City.
- E. Self-insured programs, self-insured retentions, deductibles
- 1. Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its Boards and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance, self-insured retention, or deductible provisions.
 - 2. The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the City as an additional insured and for all costs and expense incidental to such defense or investigation.
 - 3. The Contractor shall, upon request, complete the City's self-insurance questionnaire and required certification by the Contractor's financial officer.
- F. Subcontractors

The Contractor shall require that all subcontractors meet the requirements of this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Protection of Existing Improvements:

The Contractor shall become familiarized with all existing improvements and facilities, both public and private, on the Work site and shall provide adequate safeguards to

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prevent damage to existing structures and improvements. Any damage to property from any cause that might have been prevented by the Contractor, the Contractor's employees, agents or subcontractors shall be repaired within 10 calendar days after such damage at the Contractor's sole cost and expense. Water service breaks shall be repaired the same day. In the event that the Contractor fails to repair such damages, the City will make the repairs, or cause them to be made, and the cost of repairs shall be deducted from the money due or to become due the Contractor.

Public Convenience and Safety:

If the Contractor fails to take necessary precautions to provide for proper public convenience and safety, the City may take necessary corrective action including the erection of suitable and sufficient barriers, signs, lights and other protective devices. The City shall, upon completion of any such work, notify the Contractor in writing of the character and extent of, and reason for, the Work. The City shall deduct the cost of said work from the money due or to become due the Contractor.

Indemnity:

The Contractor shall indemnify, hold harmless, and defend the City, its Boards, officials, employees, and agents from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors, either as a sole or contributory cause, sustained by any person or entity (including, but not limited to, any employee or representative of the City or the Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence of the City, its Boards, officials, employees, or agents.

With respect to any premises or equipment of the City made use of in the performance of the Contract, the Contractor shall have inspected same prior to use, accepted them in good and safe condition and agree to maintain them in a safe condition for the protection of its employees while using them during the performance of the Work.

The Contractor shall indemnify, hold harmless and defend City, its Boards, officials, agents and employees from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs and expenses (including attorneys' fees) arising out of City's statutory obligations pertaining to safety of or defective conditions in any premises, materials or equipment owned by or supplied by the City, including obligations under the California Safe Place to Work statutes or any similar statutes relating to dangerous conditions of public property or laws pertaining to the provision of safe place to work or safe equipment for employees.

Protection of Employees and Others:

The Contractor shall at its sole expense take such precautions as are necessary to protect workers engaged in the performance of the work specified hereunder and to prevent accidents or injury to such workers or others. The Contractor shall comply with

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all safety orders of the Division of Industrial Safety of the State of California as well as applicable Federal regulations insofar as the same pertain to the Contractor's operations. Should any unusual or hazardous condition exist by reason of the work to be performed or should any unusual or hazardous condition arise out of the performance of such work, or should a condition involving a peculiar risk of bodily harm to workers or others arise, then the Contractor shall take all precautions necessary to protect workers and others.

Payment:

Payment will be made in due course of payments by the City of Long Beach.

Payment shall not relieve the Contractor from its obligations under the Contract, nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of any equipment, materials, or the Work to the Agency.

SCOPE OF WORK

All electrical and mechanical apparatuses pertaining to elevator equipment shall be included. Maintain at all times the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, Contract speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

If, during the effective period of the Contract, Contractor breaches this Contract or fails to properly provide the services required by this Contract, CLB may send a written, 30-day termination notice with a description of the deficiencies. The Contractor will be allowed a 30-day period to remedy such deficiencies, and, having done so to the satisfaction of the City of Long Beach, the termination notice shall be withdrawn.

In the event any building subject to this Contract is sold, this Contract shall remain in force until its natural expiration or until canceled by either party by giving 30 days` notice of termination to the other party. City reserves the right to remove or add elevators to this Contract for reasons including, but not limited to, modernization, ADA improvements, acquisitions of facilities with elevators, or others. City will provide Contractor with thirty (30) days advance written notification of changes and obtain written quotations for new services if required. Reductions in services shall be adjusted in accordance with itemized costs for facilities listed in the specification. City shall provide to Contractor specifications for any additional elevators that are added.

Contractor shall service any elevator equipment that is installed as a replacement for existing equipment, after any warranty on it expires, and any newly installed equipment.

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CITY OF LONG BEACH INSPECTIONS AND WORK REQUIREMENTS

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

If Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, the City may, after 30 days' written notice to Contractor, perform or cause to be performed all or any part of the work required. Contractor agrees that it will reimburse the City for any expense incurred, and the City, at its election, may deduct the amount from any sum owing or to become owing to Contractor. The waiver by the City of a breach of any provision of this Contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Contractor shall comply with all laws, codes, rules and regulations set forth by all authorities having jurisdiction in the location where the work is performed.

Contractor shall perform periodic tests and maintenance inspections of all equipment as required by current applicable safety codes for elevators, including, but not limited to, annual no-load, slow-speed test of car and counterweight safeties, governors and buffers; annual pressure test on hydraulic elevators; and a 5-year, full-load, full-speed, test of safeties, governors and buffers; all as required by ASME A17.1 Code. Tests shall include monthly fireman's recall systems, annual seismic provisions, and annual standby power provisions as applicable. Submit written reports of said tests to the City and, **in the case of running safety/load tests, prior notification shall be given so that a representative of the City may witness said test.**

SATISFACTORY EMPLOYEES OF CONTRACTOR

Contractor shall perform all work by and under the supervision of skilled, experienced, elevator service and repair personnel directly employed and supervised by Contractor. Any and all employees performing work under this Contract shall be satisfactory to the City of Long Beach.

All crews dispatched to locations under this contract must contain, at minimum, one mechanic/technician.

EXTENT OF THE WORK

Contractor shall perform the work included in this Contract as follows:

Complete Maintenance: Regularly and systematically examine, clean, lubricate, adjust the elevator equipment and provide emergency callback service per the Performance Requirements of this Contract, and as conditions warrant, repair or replace all portions of the elevator equipment included under this Contract per the manufacturer's standards, with the following exclusions only:

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

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- B. Repair or replacement of building items, such as hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors and communication equipment not installed by an elevator contractor, cleaning of car interiors and exposed portions of sills.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for normal car and machine room illumination.
- E. Underground hydraulic piping and cylinders.

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

In performing the indicated work, provide parts used by the manufacturers of the equipment for replacement or repair, and use lubricants obtained from or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the City.

Parts requiring repair shall be rebuilt to "as new" condition. No parts or elevator equipment covered under this Contract may be permanently removed from the worksite without written approval by the City of Long Beach. This does not include renewal parts stocked on the worksite by Contractor, which shall remain its sole property until installed for use on the equipment.

MATERIAL INVENTORY

Maintain a supply of contacts, coils, leads, generator brushes, proper lubricants, wiping materials, printed circuit boards and other minor parts in each elevator machine room necessary for the performance of routine maintenance and restoration of service following a minor shutdown.

Maintain a supply of major spare lending parts (non-proprietary) available (i.e., motors, generators, armatures, etc.) for temporary use in an emergency. Major lending parts shall be at a location from which the Contractor can secure them as quickly as possible but not to exceed overnight shipping. The City may request, prior to approval and during the terms of this Contract, a spot check on the inventory. The extent of the check will be at the discretion of the City.

CREDITS

Any shutdown of any elevator that exceeds two days shall entitle the City to a proportional amount of credit for each day thereafter of the maintenance billing until the

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respective elevator is back in service. For documentation, Contractor shall provide written notification to the City when the elevator is returned to service.

LABOR TICKETS

The City reserves the right to request and receive copies of all work tickets relative to routine maintenance hours, repair hours, callback hours and any and all labor performed on work over and beyond the coverage of these Specifications.

PERFORMANCE REQUIREMENTS

Contractor shall maintain the manufacturer's minimum performance standards with regards to Floor-to-Floor Time, Door Opening Time, Door Closing Force, and Floor Accuracy and as noted below.

- A. Floor-to-floor times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open.
- B. Door opening times are measured from start of car door open until doors are 1" from the fully open position.
- C. Stopping accuracy shall be measured under all load conditions.
- D. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
- E. Variance from rated speed, regardless of load, shall not exceed $\pm 5\%$ for traction elevators and $\pm 10\%$ for hydraulic elevators.
- F. To maintain a comfortable ride, maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.
- G. For groups of three or more elevators, check or adjust the group dispatching system and make necessary tests to ensure all circuits and time settings are properly adjusted annually on the Contract agreement anniversary date. Complete all adjustments to provide optimum service, minimizing user response time. Perform all necessary testing to provide the following information:
 - 1. Annually conduct a data logger study that is supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in sufficient detail to provide the following data:
 - a) Number, direction and waiting time of all hall calls.
 - b) Elevators in and out of group service.
 - c) Elevators on independent service.
 - d) Motor generator running/not running.

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- 2. Submit the report within two weeks following the completion of the survey. It shall contain the following information:**
- a) Graphs - Average Call Duration vs. Time of Day.
 - b) Bar Charts
 - 1) System response time by floor direction.
 - 2) Number of hall calls by floor by direction.
 - 3) Percent of calls answered vs. system response time.
 - c) Data
 - Printout for each half hour of the survey which tabulates waiting times for all hall calls in 15 second increments between zero and 120 seconds and longest wait calls for each floor in both directions.
- I. While completing the above requirements, maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.
- J. Provide and maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:
- 1. Time of day.
 - 2. Car position.
 - 3. Eight points on the safety circuit.
 - 4. Sixteen operating signal displays (to indicate what the elevator was doing when the failure occurred).
- K. Each year provide to the FMO a supervisory survey on items that are outside the scope of this Contract. This report should include changes in technology, potential safety hazards, building operations that could adversely effect the operation of elevator equipment, and any recommended upgrades.

SPECIAL CONDITIONS

The Contractor shall post a preventive maintenance schedule and a work log in each machine room. The log shall include all entries for routine maintenance and repairs, including supervisor's surveys. Entries shall include the date work is performed, mechanic's and supervisor's name, a brief description of work completed and the approximate time required for the work. Maintain the log and maintenance schedule in each machine room, as appropriate, for inspection by the City at any time. The City may copy the log and maintenance schedule at any time.

The City requires all elevator contractor personnel to report in with the Facilities Management Division staff (562-570-2719) and appropriate building personnel before and after any work is performed. If Contractor's personnel do not check in and out (minimally with Facilities Management Division staff), it will be considered a "non-appearance." When this occurs, preventative maintenance hours will not accumulate and billable hours will not be accrued.

BID SECTION

If either party terminates this Contract, a complete set of prints showing as-built conditions shall be made available to the City. The City may then, at its own cost, reproduce the as-built drawings.

Each State or City inspection fee will be at the City's expense. Fees for re-inspection due to failure to eliminate deficiencies covered by this Contract will be at the Contractor's expense.

Provide full assistance for periodic inspection and testing of the firefighter's service and standby power operation. Any additional cost to complete the above inspection and testing on overtime shall be paid by the Contractor.

PRELIMINARY ORDERS

When preliminary orders to correct elevator deficiencies are issued by the State of California, Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway Unit (DIR), Contractor shall promptly initiate corrective action to address the noted deficiencies. All deficiencies shall be corrected prior to the compliance date noted in the preliminary order.

Upon completion of all required corrective actions noted in a DIR preliminary order, Contractor shall send notification of said completion to both the DIR and the City.

QUALIFICATIONS

In order to bid on Item 1, Contractor shall have a minimum of three years recent experience working on Schindler gearless Houghton 1092 1C elevators and equipment similar to that which is located in City Hall.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar services. The City intends to contact these customers to determine reliability, performance and other information. Failure to include customer's references may void bid if the City has no prior experience with bidder.

CONTRACT AWARD

Bids will be analyzed to determine the lowest responsible bidder for Item 1 and the lowest responsible bidder for Items 2-23. Items 2-23 shall not be split. Depending on the analysis, the City will award either one or two contracts.

Winning bidder(s) may be required to submit a preventative maintenance schedule for each type of elevator system as part of the qualification process.

BID SECTION

SPECIFICATIONS FOR ELEVATOR MAINTENANCE

LOCATION AND EQUIPMENT DESCRIPTION

Furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide full-preventive and other maintenance, replacement and repair services including inspections, adjustments and tests for the complete elevator systems described below:

1. City Hall, 333 West Ocean Blvd., Long Beach, CA 90802
 - a. Nos. 6, 7, 7A, 8, 9, 9A: Six Schindler gearless passenger elevators; Nos. 6, 7, 8, and 9 are 3000# @ 500 fpm, Nos. 7A and 9A are 4000# @ 500 fpm; Serving 16 stops (15 are presently active) and openings in line.
State #s: 61525, 061526, 075189, 061536, 061556, and 075188
 - b. No. 10: One Schindler gearless passenger/service elevator; 3500# @ 500 fpm; Serving 16 stops.
State #: 061290
2. Public Safety Building (PSB), 400 West Broadway, Long Beach, CA 90802
 - a. Nos. 1 and 2: Two Otis gearless passenger elevators; 2500# @ 500 fpm; Serving 7 stops and openings in line.
State #s: 033296 and 036005
 - b. No. 3: One Otis geared passenger elevator; 3500# @ 300 fpm; Serving 7 stops and openings in line.
State Elevator #: 033625
3. Main Library, 101 Pacific Avenue, Long Beach, CA 90802
 - a. Nos. 1, 2, 3 and 5: Four Haughton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #s: 061585, 061592, 061593, and 061596
 - b. No. 4: One Haughton hydraulic passenger elevator; 5000# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 061591
4. Lincoln Park Garage, 300 W. Broadway, Long Beach, CA 90802
 - a. One Haughton hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops (2 are presently active) and openings in line.
State Elevator #: 061586
5. Boardwalk Terminus Building, 50 E. Shoreline Drive, Long Beach, CA 90802

BID SECTION

- One Otis hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 075323
6. Main Health Department, 2525 Grand Avenue, Long Beach, CA 90815
- a. One U.S. hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line.
State Elevator #: 079541
- b. One Atlas traction dumbwaiter elevator; 500# @ 50 fpm; 2 speed; Serving 2 stops and openings in line.
State Elevator #: 100420
7. West Side Health Facilities Center, 2125 Santa Fe Ave, Long Beach, CA 90810
- One Dover hydraulic passenger elevator; 2000# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 060334
8. Senior Citizens Center, 1150 E. Fourth Street, Long Beach, CA 90802
- One Coast hydraulic passenger elevator; 3500# @ 75 fpm; Serving 3 stops and openings in line.
State Elevator #: 064497
9. Water Treatment Plant, 2950 Redondo Avenue, Long Beach, CA 90806
- One Montgomery Kone hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 113041
10. Water Department, 1800 W. Wardlow Road, Long Beach, CA 90807
- One Otis geared passenger elevator; 2500# @ 250 fpm; Serving 4 stops and openings in line.
State Elevator #: 035162
11. Airport Terminal, 4100 Donald Douglas Drive, Long Beach, CA 90808
- One Reliable Elevator Co. hydraulic passenger elevator; 2100# @ 125 fpm; Serving 3 stops and openings in line.
State Elevator #: 075175
12. Airport Parking Structure, 4239 Donald Douglas Dr., Long Beach, CA 90808

BID SECTION

One Precision Elevator Company hydraulic passenger elevator; 2500# @ 150 fpm; Serving 4 stops and openings in line.
State Elevator #: 073469

13. Renaissance Square, 1900 Atlantic Avenue, Long Beach, CA 90808

One ThyssenKrupp hydraulic passenger elevator; 3500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 132967

14. Emergency Communications and Operations Center (ECOC), 2990 Redondo Ave, Long Beach, CA 90806

One ThyssenKrupp overhead traction passenger elevator; 3500# @ 200 fpm; Serving 2 stops and openings in line.
State Elevator #: 132506

15. Environmental Services Bureau, 2929 E. Willow Street, Long Beach, CA 90806

One Schindler hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 116873

16. Fleet Services Bureau, 2600 Temple Avenue, Long Beach, CA 90806

a. One Schindler hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line.
State Elevator #: 116874

b. One P Flow hydraulic freight elevator; 3000# @ 20 fpm; Serving 2 stops and openings in line.
State Elevator #: 116875

17. Housing Authority, 521 E. 4th Street, Long Beach, CA

One Dover hydraulic passenger elevator; 2500# @ 90 fpm; Serving 2 stops and openings in line.
State Elevator #: 116985

18. Gas and Oil, 2400 E. Spring Sreet, Long Beach, CA

One Otis geared passenger elevator; 2500# @ 100 fpm; Serving 4 stops and openings in line.
State Elevator #: 123933

BID SECTION

19. Civic Center/Broadway Pkg Structure, 332 W. Broadway, Long Beach, CA 90802

One Otis hydroelectric passenger elevator; 2500# @ 120 fpm; Serving 4 stops and openings in line.
State Elevator #: 061586

20. Aquarium Parking Structure, 99 Aquarium Way, Long Beach, CA 90802

a. One Schindler hydraulic passenger elevators: 3500# @ 150 fpm; Serving 5 stops and openings in line.

State Elevator #: 113234

b. Two Schindler hydraulic passenger elevators: 2500# @ 150 fpm; Serving 5 stops and openings in line.

State Elevator #s: 113267 and 113268

21. CityPlace Structure A, 50 E. 6th Street, Long Beach, CA 90802

Four ThyssenKrupp hydraulic passenger elevators; 5000# @ 125 fpm; Serving 3 stops and openings in line.

State Elevator #s: 123865, 123866, 123867 and 123868

22. CityPlace Structure B, 50 E. 5th Street, Long Beach, CA 90802

Two ThyssenKrupp hydraulic passenger elevators; 2500# @ 125 fpm; Serving 4 stops and openings in line.

State Elevator #s: 123869 and 123870

23. CityPlace Structure C, 51 E. 3rd Street, Long Beach, CA 90802

One ThyssenKrupp hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line.

State Elevator #: 132508

BID SECTION

CONTRACT PRICE AND ADJUSTMENT

The Contract price shall be subject to review and adjustment prior to extending the term. 85% of the Contract price shall be adjusted to reflect any increase or decrease in labor cost based on the straight-time rate of Elevator mechanics in the area wherein the equipment covered by this Contract is located. From the base rates set forth below, the remaining 15% shall be adjusted to reflect any increase or decrease in material cost based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. From the base rates set forth below, base rates for the above Contract price are:

LABOR RATE, INCLUDING FRINGE:
BENEFITS APPLICABLE: 44.10 RATE 2009 DATE
METAL PRODUCTS INDEX: 196.90 RATE 9/2009 DATE
WARRANTY: Parts 30 days Labor 30 days

Price escalations shall be limited to a maximum of 5% in any one-year period. Contractor shall provide advance notification of pending price adjustment as described above.

HOURS AND MANNER OF WORK

All normal work, except as otherwise noted, including unlimited emergency call-back service, shall be performed during regular hours of regular working days of the Elevator Trade: eight (8) consecutive hours between 6 a.m. and 6 p.m., five (5) days per week, Monday through Friday inclusive (Elevator Union Handbook, Article FX, paragraph 3).

Provide overtime callbacks at no cost to the City of Long Beach for the following situations:

- A. People are trapped,
- B. When the following passenger cars are out of service:
 - 1. More than 2 cars in the City Hall building,
 - 2. More than 1 car in the Public Safety Building,
 - 3. The Airport Terminal or the Airport Parking Structure during the hours of 5 a.m. and 11 p.m.,
- C. The City Hall group dispatching malfunctions, and
- D. A safety or potential safety problem exists.

During the International Union of Elevator Constructors (IUEC) Local's designated regular hours, the City, at its option, may request call-back or normal service at no additional cost.

Note: If additional overtime work is required, the City will pay only the difference between normal and overtime labor at the hourly rates indicated in the bid.

BID SECTION

	Technician/ Mechanic	Helper*	Probationary Helper*
REGULAR:	\$ <u>276.33</u>	\$ <u>226.62</u>	\$ <u>226.62</u>
TIME AND ½:	\$ <u>481.58</u>	\$ <u>385.25</u>	\$ <u>385.25</u>
DOUBLE TIME:	\$ <u>566.56</u>	\$ <u>453.24</u>	\$ <u>453.24</u>

* Any crew providing elevator services under this contract or for billable work shall contain, at minimum, one certified mechanic/technician.

Removal of elevators from service shall be coordinated with and be approved by the City. The City agrees to permit Contractor to remove elevators from service for a reasonable time in order to perform maintenance.

Contractor agrees to furnish a mechanic(s)/technician(s) for preventative maintenance, inspection and testing, according to manufacturer's standards, for the minimum number of hours per car per month according to the following table:

Elevator Car Type	Number of hours per car per month**
Gearless Traction	3
Geared Traction	2
Hydraulic	1
Dumbwaiter	1

**** These hours are minimum required onsite hours per car per month and are exclusive of callbacks, repair work, and any other work not covered by this Contract (i.e., billable work). The City recognizes that some required preventative maintenance, inspection and testing tasks will exceed the hours per month per car.**

RESPONSE TIME:

Normal response time to trouble calls during regular working days shall be 1.0 hour. Response time to trouble calls during overtime working hours shall be a maximum of 2.0 hours.

Emergency response time for entrapments shall be 30 minutes or less during regular working hours (regular working hours are defined as 7:30 a.m. to 4:30 p.m., Monday through Friday) and forty-five (45) minutes or less during overtime working hours.

Contractor shall respond to all calls made by the City within the times noted above or the City may exercise the right to call another elevator repair company to respond. The expense of this call shall then be charged to and paid by the Contractor. Continued failure to respond to calls or failure to provide competent responsive service may cause termination of the Contract.

BID SECTION

SUMMARY OF BID ITEMS

The bidder shall set forth for each item of Work, in clearly legible figures, a unit price and an item total for each item of Work in the respective spaces provided for this purpose. The amount set forth under the "Item Total" column shall be the extension of the unit price bid multiplied by the quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "Item Total" column shall be placed at the caption "Total Amount Bid". The "Total Amount Bid" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "Item Total" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

#	Qty	Unit	Description of Elevator(s)	Unit Price	Item Total	
1.			City Hall			
	A.	12	Mo	Nos. 6, 7, 7 A, 8, 9, 9a: Six Schindler gearless passenger elevators. Nos. 6, 7, 8, and 9 are 3000# @ 500 fpm and Nos. 7A and 9A are 4000# @ 500 fpm. Serving 16 stops (15 are presently active) and openings in line. State Elevator Numbers: 061525, 061526, 075189, 061536, 061556, and 075188.	\$ 2,148.00	\$ 25,776
	B.	12	Mo	No. 10: One Schindler gearless passenger/service elevator, 3500# @ 500 fpm, Serving 16 stops and openings. State Elevator Number: 061290	\$ 358.00	\$ 4,296.00
Subtotal Item #1:						\$ 30,072.00
2.			Public Safety Building			
	A.	12	Mo	Nos. 1 and 2: Two Otis gearless passenger elevators; 2500# @ 500 fpm; Serving 7 stops and openings in line. State Elevator Numbers: 033296 and 036005	\$ 790.00	\$ 9,480.00
	B.	12	Mo	No. 3: One geared Otis passenger elevator, 3500# @300 fpm; Serving 7 stops and openings in line. State Elevator Number: 033625	\$ 325.00	\$ 3,900.00

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Unit Price	Item Total	
3.			Main Library			
	A.	12	Mo	Nos. 1, 2, 3 and 5: Four Haughton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Numbers: 061585, 061592, 061593, and 061596	\$ 580.00	\$ 6,960.00
	B.	12	Mo	No. 4: One Haughton hydraulic passenger elevator; 5000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 061591	\$ 145.00	\$ 1,740.00
4.		12	Mo	Lincoln Park Garage One Haughton hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops (2 are presently active) and opening in line. State Elevator Number: 061586	\$ 165.00	\$ 1,980.00
5.		12	Mo	Boardwalk Terminus Building One Otis hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 075323	\$ 145.00	\$ 1,740.00
6.			Main Health Department			
	A.	12	Mo	One U.S. hydraulic passenger elevator; 2500# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Number: 079541	\$ 165.00	\$ 1,980.00
	B.	12	Mo	One Atlas traction dumb waiter elevator; 500# @ 50 fpm; 2 speed; Serving 2 stops and openings in line. State Elevator Number: 100420	\$ 145.00	\$ 1,740.00
7.		12	Mo	Westside Health Facilities Center One Dover hydraulic passenger elevator; 2000# @ 125 fpm; Serving 2 Stops and openings in line. State Elevator Number: 060334	\$ 145.00	\$ 1,740.00
8.		12	Mo	Senior Citizen Center One Coast hydraulic passenger elevator; 3500# @ 75 fpm; Serving 3 stops and openings in line. State Elevator Number: 064497	\$ 165.00	\$ 1,980.00
9.		12	Mo	Water Treatment Plant One Montgomery Kone hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 113041	\$ 165.00	\$ 1,980.00
10.		12	Mo	Water Department One Otis geared passenger elevator, 2500# @ 250 fpm; Serving 4 stops and openings in line. State Elevator Number: 035162	\$ 345.00	\$ 4,140.00

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Unit Price	Item Total	
11.	12	Mo	Airport Terminal Building One Reliable Elevator Co. hydraulic passenger elevator; 2100# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Number: 075175	\$165.00	\$ 1,980.00	
12.	12	Mo	Airport Parking Structure One Precision Elevator Company hydraulic passenger elevator; 2500# @ 150 fpm; Serving 4 stops and openings in line. State Elevator Number: 073469	\$175.00	\$ 2,100.00	
13.	12	Mo	Renaissance Square One Seville hydraulic passenger elevator; 3500# @ 150 fpm; Serving 2 stops and openings in line. State Elevator Number: 132967	\$160.00	\$ 1,920.00	
14.	12	Mo	Emergency Communications and Operations Center (ECOC) One ThyssenKrupp overhead traction passenger elevator; 3500# @ 200 fpm; Serving 2 stops and openings in line. State Elevator Number: 132506	\$335.00	\$ 4,020.00	
15.	12	Mo	Environmental Services Bureau One Schindler passenger hydraulic elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 116873	\$160.00	\$ 1,920.00	
16.			Fleet Services Bureau			
	A.	12	Mo	One Schindler service hydraulic passenger elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 116874	\$160.00	\$ 1,920.00
	B.	12	Mo	One P Flow freight elevator; 3000# @ 20 fpm; Serving 2 stops and openings in line. State Elevator Number: 116875	\$160.00	\$ 1,980.00
17.	12	Mo	Housing Authority One Dover hydraulic passenger elevator; 2500# @ 90 fpm; Serving 2 stops and openings in line. State Elevator Number: 116985	\$160.00	\$ 1,920.00	
18.	12	Mo	Gas and Oil Department One Otis hydraulic passenger elevator; 2500# @ 100 fpm; Serving 4 stops and openings in line. State Elevator Number: 123933	\$175.00	\$ 2,100.00	
19.	12	Mo	Civic Center/Broadway Parking Structure One Otis hydroelectric passenger elevator; 2500# @ 120 fpm; Serving 4 stops and openings in line. State Elevator Number: 061586	\$175.00	\$ 2,100.00	

BID SECTION

#	Qty	Unit	Description of Elevator(s)	Unit Price	Item Total
20.			Aquarium Parking Structure		
	A. 12	Mo	One Schindler hydraulic passenger elevators: 3500# @ 150 fpm; Serving 5 stops and openings in line. State Elevator Number: 113234	\$ 185.00	\$ 2,220.00
	B. 12	Mo	Two Schindler hydraulic passenger elevators: 2500# @ 150 fpm; Serving 5 stops and openings in line. State Elevator Number: 113267 and 113268	\$ 310.00	\$ 3,720.00
21.	12	Mo	CityPlace Parking Structure A Four ThyssenKrupp hydraulic passenger elevators; 5000# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Numbers: 123865, 123866, 123867 and 123868	\$ 660.00	\$ 7,920.00
22.	12	Mo	CityPlace Parking Structure B Two ThyssenKrupp hydraulic passenger elevators; 2500# @ 125 fpm; Serving 4 stops and openings in line. State Elevator Number: 123869 and 123870	\$ 360.00	\$ 4,320.00
#	Qty	Unit	Description of Elevator(s)	Unit Price	Item Total
23.	12	Mo	CityPlace Parking Structure C One ThyssenKrupp hydraulic passenger elevator, 2500# @ 125 fpm; Serving 3 stops and openings in line. State Elevator Number: 132508	\$ 175.00	\$ 2,100.00
Subtotal Items #2-23					\$ 81,600.00
Subtotal Item #1:					\$ 30,072.00
Subtotal Items #2-23:					\$ 81,600.00
TOTAL AMOUNT BID:					\$ 111,672.00

BID SECTION

CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION

Each bidder shall be fully informed of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each bidder shall examine the site for the Work described herein to its satisfaction. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, as specified in the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject building and site and the bid is complete and there will be no additional payment for failure to examine the building and site thoroughly.

7/30/2009
Date of Site Examination

Schindler Elevator Corporation
Company

Brian McKeen
Printed Name of Company Representative

[Signature]
Signature of Representative

8/12/2009
Date

BID NO: _____
BOND NO: PRR8870259

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Schindler Elevator Corporation
as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at _____
1400 American Lane, Schaumburg, IL 60196, a corporation, incorporated under the laws of the
State of Maryland, admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
Sixty Eight Thousand and 00/100ths DOLLARS
(\$ 68,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with
said City of Long Beach for the PA02109, and
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 23rd day of November, 2009.

Schindler Elevator Corporation
CONTRACTOR / PRINCIPAL
By: [Signature]
Name: Scott Fitzsimons
Title: District Manager

By: _____
Name: _____
Title: _____

Fidelity and Deposit Company of Maryland
SURETY
By: [Signature]
Name: Stacy Rivera
Title: Attorney-in-Fact
Telephone: 866-400-8396

Approved as to form this 7th day of Dec, 2009
ROBERT E. SHANNON, City Attorney
By: [Signature] Deputy

Approved as to sufficiency this 11th day of December, 2009
By: [Signature] Assistant City Manager
City Manager / City Engineer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary
certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif.
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

Schindler Elevator Corporation Certification

I, John S. M. Karnash, Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

J. Zueger
J. Jena
J. S. M. Karnash

Chief Executive Officer
Vice President and Chief Financial Officer
Vice President, Secretary & General Counsel

G. W. Brown, Jr.	Region Vice President	- New York Region
M. J. Lukov	Vice President and General Manager	- Manhattan – NI / Mod / EI
R. E. Delaney	District Manager	- Long Island
J. A. Iannaccone	District Manager	- North New Jersey
F. J. Guinto	Branch Manager	- Manhattan - Repair
A. C. Werkhoven	Branch Manager	- New York – New Installation and Modernization
E. T. Mach	Region Vice President	- Great Lakes Region
M. J. Elter	District Manager	- Detroit
T. D. Lewis	District Manager	- Milwaukee
P. A. Long	District Manager	- Lansing (Western Michigan)
R. H. Ludwig	District Manager	- Downtown Chicago
J. E. Peterlin	District Manager	- Suburban Chicago
R. O. Romnes	District Manager	- Minneapolis
T. S. Julian	Branch Manager	- Indianapolis
J. L. Rainwater	Branch Manager	- Madison
S. P. Williams	Branch Manager	- Des Moines
T. R. Dziadosz	Area Manager	- Ann Arbor
P. A. Lytikainen	Area Manager	- Grand Rapids
B. R. Baker	Region Vice President	- Northeast Region
M. S. Bernhard	District Manager	- Pittsburgh
C. L. Davis	District Manager	- Boston
P. L. Hall	District Manager	- Buffalo
J. E. Ritter	District Manager	- Cleveland
S. P. Walsh	District Manager	- Hartford
M. E. Kershner	Branch Manager	- Toledo
C. P. Morgan	Branch Manager	- Cincinnati
S. F. Moseley	Branch Manager	- Columbus
M. E. LaRiviere	Area Manager	- Springfield
P. E. Layton	Area Manager	- Syracuse
M. A. Robbins	Area Manager	- Albany
S. M. Spieker	Area Manager	- Akron / Canton
R. L. Keen	Region Vice President	- Atlantic Coast Region
D. A. Brodbeck	District Manager	- Transit
T. P. Caine	District Manager	- Richmond
R. T. Falduti	District Manager	- Charlotte
S. F. Ryan	District Manager	- Philadelphia
W. P. Partridge	District NI Manager	- Washington DC
F. C. Zell	District Manager	- Washington DC
C. M. Andersch	Branch Manager	- Raleigh
P. C. Harty	Branch Manager	- Baltimore
D. T. Walton	Branch Manager	- Allentown
R. P. Fridh	Area Manager	- Charleston
R. J. Borland	Region Vice President	- West Central Region
D. A. Bender	District Manager	- Dallas
D. C. Belew, Jr.	District Manager	- St. Louis
D. D. Crane	District Manager	- Denver
M. L. Shelburne	District Manager	- San Antonio
J. A. Stumph	District Manager	- Boise
K. Von Offerman	District Manager	- Houston
G. Lenora	Branch Manager	- Tulsa
D. E. McCrossin	Branch Manager	

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this **23rd** day of **November, 2009**, before me personally came **Stacy Rivera**, to me known, who, by me duly sworn, did depose and say that she is the attorney-in-fact of the **Fidelity and Deposit Company of Maryland**, that she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that she signed her name thereto by like order.

A handwritten signature in black ink, appearing to read 'Aiza Lopez', written over a horizontal line.

Notary Public, Aiza Lopez
My Commission Expires: 12/31/2013

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Jeannette PORRINI and Stacy RIVERA, both of Farmington, Connecticut, EACH as true and lawful agent and Attorney-in-Fact**, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company's office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jeannette PORRINI, Sara GLOGOWER, Dawn M. GODFREY, dated August 22, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of August, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregory E. Murray

Theodore G. Martinez

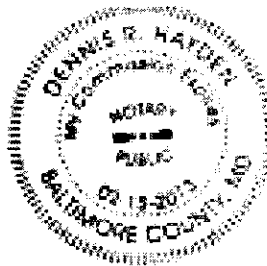
Gregory E. Murray Assistant Secretary

By: Theodore G. Martinez

State of Maryland }
Baltimore County } ss:

On this 6th day of August, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

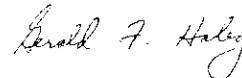
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 23rd day of November, 2009.



Assistant Secretary

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

Statement of Financial Condition

As Of December 31, 2008

ASSETS

Bonds	\$ 148,252,979
Stocks	23,313,771
Cash and Short Term Investments	7,904,491
Reinsurance Recoverable	5,939,089
Other Accounts Receivable	38,307,386
TOTAL ADMITTED ASSETS	\$ <u>223,717,718</u>

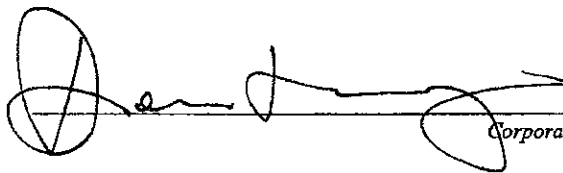
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 597,566
Ceded Reinsurance Premiums Payable	38,399,492
Securities Lending Collateral Liability	6,094,921
TOTAL LIABILITIES	\$ 45,091,979
Capital Stock, Paid Up	\$ 5,000,000
Surplus	173,625,739
Surplus as regards Policyholders	178,625,738
TOTAL	\$ <u>223,717,718</u>

Securities carried at \$38,306,550 in the above statement are deposited as required by law.


Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2008 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$216,398,425 and surplus as regards policyholders \$171,306,445.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2008.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 14th day of March, 2009.


Notary Public

