

BID NUMBER PA-02109

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



INVITATION TO BID

ELEVATOR MAINTENANCE & REPAIR

CONTRACT NO. 31394

- 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.
- 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.
- 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.
- 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.
- 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: SANTA ANA, CA ON THE 12 DAY OF August, 20 09.
CITY STATE MONTH

COMPANY NAME: EXCELSIOR ELEVATOR TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2219 S. GRAND AVE CITY: SANTA ANA STATE: CA ZIP: 92705

PHONE: 714 436 1688 FAX: 714 436 1686

SI *Lina Rough* C.E.O.
(SIGNATURE) (TITLE)

LINA ROUGH LINA@EXCELSIORELEVATOR.COM
(PRINT NAME) (EMAIL ADDRESS)

SI *Vic Rough* PRESIDENT
(SIGNATURE) (TITLE)

VIC ROUGH VIC@EXCELSIORELEVATOR.COM
(PRINT NAME) (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 *David Ann Daniel* 11.19.09
Director of Financial Management Date

APPROVED AS TO FORM 11-19-2009
ROBERT E. SHANNON
CITY ATTORNEY
Angela [Signature]
Deputy

Rev 03/05/09

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 CA
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: MTA

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.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, N/A
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:

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

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

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

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

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-assessment of use tax. Contractor shall agree to the following: (1) for all leases and purchases

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 X 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

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.

governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated

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

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

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

materials, obtain financing or take other actions based on such comments and

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

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 3 % 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

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

BID SECTION

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

~~insurance required hereunder~~

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

BID SECTION

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

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:

BID SECTION

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

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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

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:

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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~~

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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

- 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

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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

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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 Haughton 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.

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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

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.

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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

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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

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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

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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: \$ 80.15 RATE 8/10/09 DATE

METAL PRODUCTS INDEX: \$ 181.50 RATE 6/09 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.

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	Technician/ Mechanic	Helper*	Probationary Helper*
REGULAR:	\$ <u>197⁰⁰</u>	\$ <u>158⁰⁰</u>	\$ <u>98⁵⁰</u>
TIME AND 1/2:	\$ <u>295⁵⁰</u>	\$ <u>237⁰⁰</u>	\$ <u>147⁷⁵</u>
DOUBLE TIME:	\$ <u>394⁰⁰</u>	\$ <u>316⁰⁰</u>	\$ <u>197⁰⁰</u>

* Any crew providing elevator services under this contract or for billable work shall

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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.	\$ 2250	\$ 27,000 ⁰⁰
	B.	12	Mo	No. 10: One Schindler gearless passenger/service elevator, 3500# @ 500 fpm, Serving 16 stops and openings. State Elevator Number: 061290	\$ 375	\$ 4,500 ⁰⁰
Subtotal Item #1:						\$ 31,500 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	\$ 770	\$ 9,240 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	\$ 3,900 ⁰⁰

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#	Qty	Unit	Description of Elevator(s)	Unit Price	Item Total	
3.			Main Library			
	A.	12	Mo	Nos. 1, 2, 3 and 5: Four Houghton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Numbers: 061585, 061592, 061593, and 061596	\$ 478	\$ 5,736 ⁰⁰
	B.	12	Mo	No. 4: One Houghton hydraulic passenger elevator, 5000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 061591	\$ 119.50	\$ 1,434 ⁰⁰
4.		12	Mo	<u>Lincoln Park Garage</u> One Houghton hydraulic passenger elevator, 2500# @ 125 fpm; Serving 3 stops (2 are presently active) and opening in line. State Elevator Number: 061586	\$ 122	\$ 1,464 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	\$ 119.50	\$ 1,434 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	\$ 119.50	\$ 1,434 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	\$ 65	\$ 780 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	\$ 119.50	\$ 1,434 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	\$ 119.50	\$ 1,434 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	\$ 119.50	\$ 1,434 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	\$ 325	\$ 3,900 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	\$ 119.50	\$ 1,434 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	\$ 119.50	\$ 1,434 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	\$ 119.50	\$ 1,434 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	\$ 325	\$ 3,900 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	\$ 119.50	\$ 1,434 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	\$ 119.50	\$ 1,434 ⁰⁰

Program Manager:		Signature:		Date:	
Division Manager:		Signature:		Date:	

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	\$ 135	\$ 1,620 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	\$ 270	\$ 3,240 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	\$ 492	\$ 5,904 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	\$ 246	\$ 2,952 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	\$ 123	\$ 1,476 ⁰⁰
Subtotal Items #2-23					\$	
Subtotal Item #1:					\$ 31,500 ⁰⁰	
Subtotal Items #2-23:					\$ 65,400 ⁰⁰	
TOTAL AMOUNT BID:					\$ 96,900 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.

7/30/09
Date of Site Examination

EXCELSIOR ELEVATOR
Company

MATT ROUGH
Printed Name of Company Representative


Signature of Representative

8/10/09
Date



COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN

SECTION 1

Project Name:	CITY OF LONG BEACH	Date:	5/12/20
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**COLB FORM SBE-4P: SBE/VSBE/LSBE SUBSTITUTION/CHANGE
FORM FOR CONTRACTS**

INSTRUCTIONS: Prime Vendor completes Sections 1 and 2, and Section 3 if applicable, and submits form to the City of Long Beach Business Relations Manager (BRM). City BRM completes Section 4 and submits form to SBE Administrator to complete Section 5.

Section 1: General Contract Information to be completed by Prime Consultant

Name of Prime Consultant: <u>EXCELSIOR ELEVATOR CORP.</u>	
Contract Description: (from Section A, #2 of POLB Form SBE 3-P: SBE/VSBE/LSBE/LSBE Monthly Utilization Report - MUR): <u>ELEVATOR MAINTENANCE & REPAIR</u>	
Contract #: <u>PA-02109</u>	Prime Contract Value: <u>\$96,900.00</u>
SBE/VSBE/LSBE Participation Goal Established by City: (if applicable) <u>20%</u>	VSBE Portion of Combined Goal:
SBE/VSBE/LSBE Participation Goal Commitment by Prime: <u>100%</u>	VSBE Portion of Committed Goal:

Section 2: SBE/VSBE/LSBE Substitution/Addition Information: SBE/VSBE/LSBE To Be Added To be completed by Prime Consultant

Name of SBE/VSBE/LSBE: <u>EXCELSIOR ELEVATOR</u>	Scope of Work: <u>ELEVATOR MAINTENANCE & REPAIR</u>
Type of Firm (check one): <input type="checkbox"/> Professional Services Firm <input checked="" type="checkbox"/> Other (list): <u>CONTRACTOR C-11</u>	
SBE/VSBE/LSBE Contract Value: <u>\$96,900.00</u>	% of Prime Contract Value: <u>100%</u>
Reason for Addition to Project (check one): <input checked="" type="checkbox"/> New SBE/VSBE/LSBE <input type="checkbox"/> Replacing Existing SBE/VSBE/LSBE	<input type="checkbox"/> Replacing Other Existing Firm (non-SBE/VSBE/LSBE)
Other/Additional Information:	

Is the added SBE/VSBE/LSBE a substitution for an existing SBE/VSBE/LSBE? YES _____ NO If YES, complete Section 3.
If NO, proceed to Section 4.

Section 3: SBE/VSBE/LSBE Substitution Information: SBE/VSBE/LSBE To Be Removed To be completed by Prime Consultant

Name of SBE/VSBE/LSBE:	Scope of Work:
Type of Firm (check one): <input type="checkbox"/> Professional Services Firm <input type="checkbox"/> Other (list):	
SBE/VSBE/LSBE Contract Value:	% of Prime Contract Value:
Reason for Substitution:	

Section 4: POLB Program Management Division - Substitution Approval

To be completed by Program Mgmt Division



CITY OF LONG BEACH

Department of Financial Management Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 sbe@longbeach.gov

Certified Small Business Enterprise

Date: 08/10/2009

Vendor Account Number: 4209

MATTHEW ROUGH

Excelsior Elevator Corporation

2219 South Grand Avenue

Santa Ana, CA, 92705

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 238990,333921,238290 SBE Certificate Effective Date: 08/10/09 SBE Certificate Expiration Date: 08/10/12
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Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into www.planetbids.com/LongBeach/VendorProfile.cfm, and selecting the link to the "Small Business Certification Status".

Sincerely,
Erik Sund
Business Relations Bureau Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014

BID NO: PA-02109
BOND NO: 1000850746
PREMIUM: \$ 420.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, EXCELSIOR ELEVATOR CORPORATION
as PRINCIPAL, and U.S. SPECIALITY INSURANCE COMPANY
601 S. FIGUEROA ST., SUITE 1600, LOS ANGELES, CA 90017, located at _____,
State of CALIFORNIA, 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
FOURTEEN THOUSAND AND 00/100 DOLLARS
(\$14,000.00), 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 MAINTENANCE AND REPAIR OF CITY ELEVATORS IN THE CITY OF LONG BEACH, CALIFORNIA, 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; **

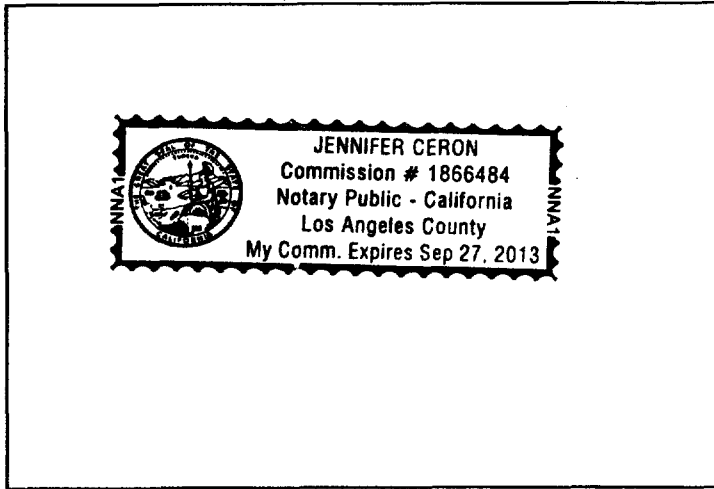
PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other

California All-Purpose Acknowledgement

State of California }
County of LOS ANGELES

On NOV 19 2009 before me, JENNIFER CERON, a Notary Public

personally appeared KATHI L. GAGLIANO, ATTORNEY-IN-FACT



Notary Public Seal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Handwritten signature of Jennifer Ceron

Notary Public Signature

OPTIONAL

Description of Attached Document

Title or Type of Document: 1000850746

Document Date: NOV 19 2009 Number of Pages:

Signer(s) Other than Named Above:

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing:

Thumbprint of Signer 2

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing:

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That [Name] of [Address] California, County of [County] State of [State]

Prime Vendor:	EXCELSIOR ELEVATOR CORP.	Prime Contract \$ Amount:	96,900 ⁰⁰
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

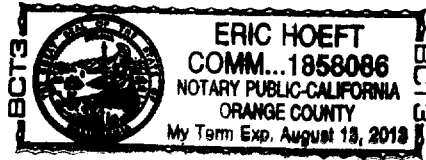
On November 24, 2009 before me, Eric Hoeft, a notary public, personally appeared
Victor B. Rough and Lina Rough

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

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

WITNESS my hand and official seal.

Eric Hoeft



(Optional)

Title/Type of the document: Bond For Faithful Performance

Document Date: _____

Number of Pages _____

Signer(s) other than named above _____

Signer's Capacity: _____