

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



INVITATION TO BID

ELEVATORS: INSTALLATION,
MAINTENANCE, REPAIR,
INSPECTION & EMERGENCY SVCS

34032

CONTRACT NO.

- 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: Cerritos CA ON THE 17 DAY OF June, 20 15
CITY STATE MONTH

COMPANY NAME: Ascent Elevator Services, Inc. TIN: [REDACTED]
(FEDERAL IDENTIFICATION NUMBER)

STREET ADDRESS: 17752 Crusader Ave CITY: Cerritos STATE: CA ZIP: 90703

PHONE: (562) 860-3222 FAX: (562) 860-3232

S/ [Signature] General Manager
(SIGNATURE) (TITLE)

Emery J Wilcox

(PRINT NAME)

emery@ascentelevator.com

(EMAIL ADDRESS)

S/ _____ (SIGNATURE) _____ (TITLE)

(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 [Signature]
Director of Financial Management

10/2/15
Date

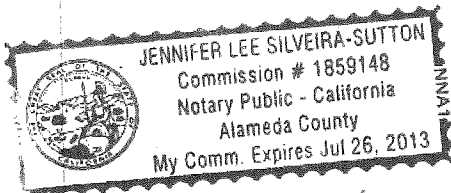
APPROVED AS TO FORM Oct. 5, 20 15

CHARLES PARKIN
CITY ATTORNEY

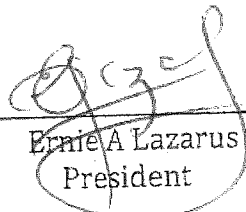
[Signature]
Deputy



This is to certify that I am the President of Ascent Elevator Services, Inc. ; and that the attached resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on 6 February, 2013



See attached


Ernie A Lazarus
President



ASCENT ELEVATOR SERVICES INC. CONSENT IN LIEU OF SPECIAL MEETING
OF BOARD OF DIRECTORS

The undersigned, being all members of the Board of Directors of Ascent Elevator Services Inc. a Washington Corporation (the "Company"-), whose principal place of business is San Francisco Ca., by this instrument in lieu of a special meeting of the Board of Directors of the Company, hereby consent to the following resolutions effective as of 9 February, 2013, and waive any notice required by law with respect thereto:

Ratification of Signing Authority for its Corporate Officers

RESOLVED, that the Directors-of the company hereby authorize and empower the signing authority of the General Manager of the Company, to allow the General Manager to contractually commit and obligate the Company in performance of any business opportunity related to its primary business interests, elevator construction, maintenance and repair, not to exceed a per project limit of One Million Dollars.

RESOLVED FURTHER, that the Company's current General Manager, Emery J Wilcox has the authority to contractually commit the Company without the need of a countersignature from the Secretary until further resolved.

RESOLVED, that the Directors of the company hereby authorize and empower the signing authority of Karrie D'Auria as the Los Angeles Office Sales Associate to allow her to contractually commit and obligate the Company in performance of any business opportunity related to its primary' business interests, elevator construction, maintenance and repair, not to exceed a per project limit of One Hundred Thousand Dollars.

This consent may be executed in counterparts, each of which shall be an original," but all of which together shall constitute the same document. Delivery of an originally # executed signature page or pages hereto, a counterpart signature page, or a photocopy thereof transmitted by telephone facsimile transmission, shall be a effective as delivery of a manually signed counterpart of this Consent

Directors:


Ernie A Lazarus


Donovan McKeever

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

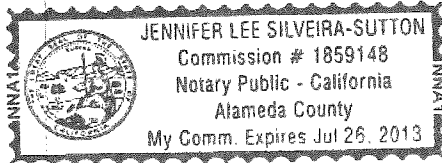
State of California

County of Alameda

On 2/10/13 before me, Jennifer Sutton
Date Here Insert Name and Title of the Officer

personally appeared Ernie Lazaris
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Jennifer Sutton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

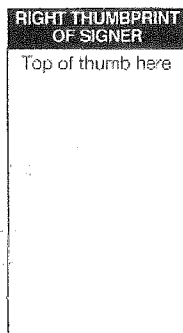
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

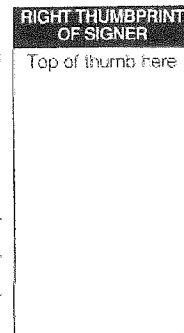
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



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 California
- 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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

**BID NUMBER ITB PW15-136
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.

Elevators: Installation, Maintenance, Repair, Inspection & Emergency Services

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.

**BID NUMBER ITB PW15-136
INSTRUCTIONS TO BIDDERS**

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

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.

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: JUNE 18, 2015
TIME: 11:00 am

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

<u>LENORE BLUEFORD</u>	<u>(562) 570-5384</u>
BUYER II	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days after the date on which the bids were opened.

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.)

**BID NUMBER ITB PW15-136
INSTRUCTIONS TO BIDDERS**

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.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a 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.

CONTRACT -- GENERAL CONDITIONS

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 totalling 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 totalling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" 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

CONTRACT – GENERAL CONDITIONS

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 Julissa Jose-Murray at 562-570-6869 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. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer 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 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.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, 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 retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Elevators: Installation, Maintenance, Repair, Inspection & Emergency Services

CONTRACT – GENERAL CONDITIONS

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, 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 performance under the Contract or the work under or related to the Contract 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 employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

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

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

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.

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.

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.

Elevators: Installation, Maintenance, Repair, Inspection & Emergency Services

PROJECT OVERVIEW

Provide Citywide elevator installation, maintenance, repair, inspections, and emergency response services to the City of Long Beach in accordance with department needs and fund availability.

BID TIMELINE

Bid release date: June 03, 2015
Mandatory Pre-bid & Job Walk June 11, 2015
Bid due date: June 18, 2015

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- XX Certification of Site Examination form
- XX Debarment Certification Form
- XX Equal Benefits Ordinance Form (EBO)
- XX Insurance Requirements Form
- XX Photocopies of Licenses
- XX Reference List
- XX Small Business Enterprise Program Commitment Plan Form (SBE)
- XX Vendor Application Form
- XX W-9 Form

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) identical copy marked "COPY" and one electronic media PDF copy of bid and Excel price spreadsheet (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Lenore Blueford
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB PW15-136 ELEVATOR SERVICES

Bids must be received by 11:00 AM PT, June 18, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

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 items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

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.

BID PROTEST PROCEDURES**Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Purchasing and Business Services Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Purchasing and Business Services Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Purchasing and Business Services Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Purchasing and Business Services Manager by the close of the business on the third (3rd) business day.

The Purchasing and Business Services Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10)

CONTRACT – GENERAL CONDITIONS

business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Purchasing and Business Services Manager shall be final and conclusive. The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under _____, Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

Order of Precedence - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

CONTRACT - GENERAL CONDITIONS

Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.

Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).

Minority, Women and Other Business Enterprise Outreach - In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as

CONTRACT – GENERAL CONDITIONS

supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.

Publications – All publications created and/or published with funding under any contract arising from this BID shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

RULES OF CONTACT

Unless specifically authorized elsewhere in this bid, the City Contact is the City's only points of contact and source of information for this procurement.

The rules of contact set forth in this Section 4.1 shall apply during the Project procurement process. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes, but is not limited to, face-to-face, telephone, email, written communication, or any other type of communication.

The specific rules of contact are as follows:

No Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to this bid or either team's Proposal. This prohibition does not apply to (1) Proposer communication with a contractor or financing source that is on both its team and another Proposer's team, provided that the contractor or financing source shall not act as a conduit of information between the two Proposers, and (2) public discussion regarding this bid at City-sponsored informational meetings.

Unless otherwise specifically noted in this bid or authorized by the City Contact, all Proposer communication with the City will be between the Respondent's Representative and the City Contact. All such communication that may be relied upon must be in writing (by mail or email).

Until the earliest of (1) execution and delivery of the Agreement, (2) the City's rejection of all Proposals, or (3) cancellation of the Project procurement, neither a Proposer nor its agents may have ex parte communications regarding the Project with City officials; City Council members; City employees, staff, or consultants; members of the Project Selection Committee; or any other person who will evaluate Proposals, except for communications expressly permitted in this bid. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or participation in public meetings or any public or Proposer workshop related to the Project. The City may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.

Any contact by a Proposer determined by the City to be improper may result in disqualification of the Proposer.

The City will disseminate written communications regarding the Project from the City on City letterhead. The City Contact will sign such communications. Alternatively, the City Contact may communicate via email originating from City's server.

The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

CONTRACT PERIOD

Twenty-four 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.

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 3.5 % during the first renewal period.
- b. Price increase shall not exceed 3.5 % 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.

MANDATORY PRE-BID CONFERENCE:

A MANDATORY PRE-BID CONFERENCE / JOB WALK SHALL BE HELD AT 09:00 A.M. ON 06/11/15 AND BEGIN AT CITY OF LONG BEACH CITY HALL, 7TH FLOOR TRAINING 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 Lenore Blueford at (562) 570-5384. Bids will not be accepted from a bidder that fails to attend the mandatory inspection.

VENDOR CONTACT INFORMATION

Name of a person that will be the City’s contact for order placement, order problems or special needs, etc. (must have a person’s name).

Contact Name: Emery J Wilcox
 Contact Direct Phone: (562) 860-3222
 Contact Cell: (213) 283-9624
 Contact Fax: (562) 860-3232
 Contact E-mail: emery@ascentelevator.com

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.

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.

LICENSE

Minimum license requirement is a "C11" license. The undersigned hereby declares that he is a contractor and has been in business for ____ years; has a valid state of California contractor's license sufficient to qualify as contractor in this case and a current city of Long Beach business license; and will obtain all required permits. The Contractor must submit photocopies of its license and certificates. Failure to provide requested information and/or documents may disqualify the bid.

California Contractors License No. 835183 Expires: 04/30/2016
 Classification: C-11

C11 Elevator License No. 835183 Expires: 04/30/2016

City of Long Beach Business License No. BU 2121600
 (required upon notification of award)

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 2-30. 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.

PERFORMANCE BOND

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.

Ascent Elevator Services, Inc. Contractors License

 State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE 

License Number **835183** Corp

Business type: **ASCENT ELEVATOR SERVICES INC**

Classification: **C11**

Expiration Date: **04/30/2016** www.cslb.ca.gov 

State of California
Department of Industrial Relations
Division of Occupational Safety and Health

Certified Qualified Conveyance Company

This is to certify, that in accordance with the provisions of Sections 7311.3
of the California Labor Code.

Ascent Elevator Services, Inc.

having been determined as qualified, is issued this *General Certification*,
to continue in force for two years from the date issued, unless revoked for cause.

Issued July 3, 2014



Michael K. Boyle, Senior Engineer
Elevator Unit/ERT Certification Section
Division of Occupational Safety and Health

Certificate Number CC-04-012801



Debra Tucker, Principal Engineer
Elevator Unit
Division of Occupational Safety and Health



BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

ACCOUNT: BU21221600

=====> LICENSE HOLDER -- PLEASE NOTE <=====

THE BOTTOM PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.

RECEIVED
6/10/14

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE

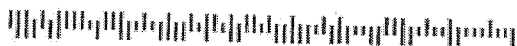
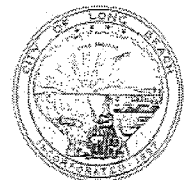
4 233

ACCOUNT: BU21221600

DATE: 06/05/14

LICENSE EXPIRES ON 06/22/15

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF BUSINESS: CONTRACTING - MISC
DBA: ASCENT ELEVATOR SERVICES INC
LOCATED AT: 17752 CRUSADER AVE



ASCENT ELEVATOR SERVICES INC
6693 SIERRA LN #C
DUBLIN CA 94568

AUTHORIZED BY JOHN GROSS
DIRECTOR OF FIN MGMT

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

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:

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/sutoprograms.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 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 apprentice able 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

See page 9 paragraph 30

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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 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 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

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

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.
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 shall 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

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

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 to be tested prior to 7:30 a.m. 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.
- 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.

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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 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.

CONTRACT - SPECIFICATIONS FOR MAINTENANCE

- 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:
- H. When conditions warrant 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:
 - 1. Number, direction and waiting time of all hall calls.
 - 2. Elevators in and out of group service.
 - 3. Elevators on independent service.
 - 4. Motor generator running/not running.
- I. **Submit the report within two weeks following the completion of the survey. It shall contain the following information:**
 - 1. Graphs - Average Call Duration vs. Time of Day.
 - 2. 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.
 - 3. 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.
- J. 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.
- K. 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.

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

3. Eight points on the safety circuit.
 4. Sixteen operating signal displays (to indicate what the elevator was doing when the failure occurred).
- L. 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 Contractor shall maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this contract. Maximum use shall be made of the preventive maintenance program to identify and forecast routine elevator and elevator equipment maintenance requirements.

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.

The Contractor shall furnish the Facilities Management Officer, a copy of each work order and that work order shall be annotated with the name of the persons authorizing the work, the scope of the work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the contractor.

Any work not specifically mentioned which is required to complete the preventative maintenance service within the intent of this Specification shall be performed without additional cost to the City.

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.

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

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

- 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
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

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

13. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
 One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back.
 State Elevator #: 157753

14. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
 One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back.
 State Elevator #: 157754

15. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
 One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back.
 State Elevator #: 157755

16. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
 One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back.
 State Elevator #: 157768

17. Airport Parking Structure, 4339 Donald Douglas Dr., Long Beach, CA 90808
 One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back.
 State Elevator #: 157715

18. 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

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

19. 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

20. 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

21. 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

22. 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

23. Gas and Oil, 2400 E. Spring Sreet, Long Beach, CA
 - a. One Kone geared passenger elevator; 2500# @ 100 fpm; Serving 2 stops.
State Elevator #: 123933

 - b. One Otis geared passenger elevator; 3500# @ 100 fpm; Seismic 3+;
Serving 2 stops and openings in line.
State Elevator #: 157981

24. 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

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

CONTRACT – SPECIFICATIONS FOR MAINTENANCE

- 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
26. 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
27. 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
28. 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
29. Rancho Los Cerritos Visitors Center, 4600½ Virginia Road, Long Beach, CA 90807
 - a. One Kone EcoSpace gearless passenger elevator; 2500# @ 150 fpm; Serving 2 stops and openings in line.
State Elevator #: *unavailable at this time*
 - b. One Porch Lift Wheelchair Lift; 750# @ 15 fpm; Serving 2 stops and openings.
State Elevator Number: 123580
30. Whaley Park Community Center, 5620 E. Atherton St, Long Beach, CA 90815
One Garaventa Wheelchair Lift; 750# @ 9fpm; Servicing 2 stops and openings.
State Elevator # 143839

CONTRACT - PRICING 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: \$78.585 RATE JAN 2015 DATE

METAL PRODUCTS INDEX: 205.5 RATE MAR 2015 DATE

WARRANTY: Parts 90 days Labor 90 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.

	Technician/ Mechanic	Helper*	Probationary Helper*
REGULAR:	\$ <u>248.00</u>	\$ <u>198.40</u>	\$ <u>n/a</u>
TIME AND 1/2:	\$ <u>360.00</u>	\$ <u>288.00</u>	\$ <u>n/a</u>

CONTRACT - PRICING SECTION

DOUBLE TIME: \$ 408.00 \$ 326.40 \$ n/a

* 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 shall 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.

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.

CONTRACT - PRICING SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total	
1.			City Hall			
	A.	12	Mo	Nos. 6, 7, 7A, 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.	\$2,094.00	\$ 25,218.00
	B.	12	Mo	No. 10: One Schindler gearless passenger/service elevator, 3500# @ 500 fpm, Serving 16 stops and openings. State Elevator Number: 061290	\$ 349.00	\$ 4,188.00
				Subtotal Item #1:		
					\$	
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	\$ 698.00	\$ 8,376.00
	B.	12	Mo	No. 3: One geared Otis passenger elevator, 3500# @ 300 fpm; Serving 7 stops and openings in line. State Elevator Number: 033625	\$ 320.00	\$ 3,840.00
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	\$ 420.00	\$ 5,040.00
	B.	12	Mo	No. 4: One Haughton hydraulic passenger elevator; 5000# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 061591	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00

CONTRACT - PRICING SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total
	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	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00
10.	12	Mo	Water Department One Otis geared passenger elevator, 2500# @ 250 fpm; Serving 4 stops and openings in line. State Elevator Number: 035162	\$ 320.00	\$ 3,840.00
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	\$ 105.00	\$ 1,260.00
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	\$ 105.00	\$ 1,260.00
13.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back. State Elevator #: 157753	\$ 105.00	\$ 1,260.00
14.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10", hydraulic, all openings in-line with bi-parting doors, glass-back. State Elevator #: 157754	\$ 105.00	\$ 1,260.00
15.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10", hydraulic, all openings in-line with bi-parting doors, glass-back. State Elevator #: 157755	\$ 105.00	\$ 1,260.00

Elevators: Installation, Maintenance, Repair, Inspection & Emergency Services

CONTRACT - PRICING SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total	
16.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with side-opening doors, glass-back. State Elevator #: 157768	\$ 105.00	\$ 1,260.00	
17.	12	Mo	Airport Parking Structure One Schindler Elevator Corporation 3000lb @150 fpm, 5 stops rising 41'10"; hydraulic, all openings in-line with bi-parting doors, glass-back. State Elevator #: 157715	\$ 105.00	\$ 1,260.00	
18.	12	Mo	Renaissance Square One Seville hydraulic passenger elevator; 3500# @ 150 fpm; Serving 2 stops and openings in line. State Elevator Number: 132967	\$ 105.00	\$ 1,260.00	
19.	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	\$ 105.00	\$ 1,260.00	
20.	12	Mo	Environmental Services Bureau One Schindler passenger hydraulic elevator; 2500# @ 125 fpm; Serving 2 stops and openings in line. State Elevator Number: 116873	\$ 105.00	\$ 1,260.00	
21.			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	\$ 105.00	\$ 1,260.00
	B.	12	Mo	One P Flow freight elevator; 3000# @ 20 fpm; Serving 2 stops and openings in line. State Elevator Number: 116875	\$ 105.00	\$ 1,260.00
22.		12	Mo	Housing Authority One Dover hydraulic passenger elevator; 2500# @ 90 fpm; Serving 2 stops and openings in line. State Elevator Number: 116985	\$ 105.00	\$ 1,260.00
23.	A.	12	Mo	Gas and Oil Department One Kone geared passenger elevator; 2500# @ 100 fpm; Serving 2 stops. State Elevator Number: 123933	\$ 320.00	\$ 3,840.00
	B.	12	Mo	One Otis hydraulic passenger elevator; 3500# @ 100 fpm; Seismic 3+; Serving 2 stops and openings in line. State Elevator Number: 157981	\$ 105.00	\$ 1,260.00

CONTRACT - PRICING SECTION

#	Qty	Unit	Description of Elevator(s)	Monthly Price	Annual Total
24.	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	\$ 105.00	\$ 1,260.00
25.			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	\$ 105.00	\$ 1,260.00
	B. 12	Mo	Two Schindler hydraulic passenger elevators: 2500# @ 150 fpm; Serving 5 stops and openings in line. State Elevator Number: 113267 and 113268	\$ 105.00	\$ 1,260.00
26.	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	\$ 420.00	\$ 5,040.00
27.	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	\$ 210.00	\$ 2,520.00
28.	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	\$ 105.00	\$ 1,260.00
29.	A. 12	Mo	Rancho Los Cerritos Visitors Center One Kone EcoSpace gearless passenger elevator; 2500# @ 150 fpm; Serving 2 stops and openings in line. State Elevator Number: unavailable at this time.	\$	\$
	B. 12	Mo	One Porch Lift Wheelchair Lift; 750# @ 15 fpm; Serving 2 stops and openings. State Elevator Number: 123580	\$	\$
30.	12	Mo	Whaley Park Community One Garaventa Wheelchair Lift; 750# @ 9fpm; Servicing 2 stops and openings. State Elevator Number: 143839	\$ 75.00	\$ 900.00
Subtotal Items #2-30					\$ 68,736.00
Subtotal Item #1:					\$ 29,316.00
Subtotal Items #2-30:					\$ 68,736.00
TOTAL ANNUAL CONTRACT AMOUNT:					\$ 98,052.00

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.

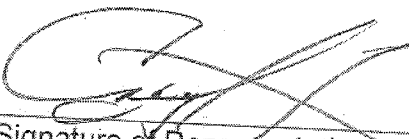
Each bidder shall examine the site for the Work described herein to its satisfaction. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, as specified in the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection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

11 June, 2015
Date of Site Examination

Ascent Elevator Services, Inc.
Company

Emery J Wilcox
Printed Name of Company Representative


Signature of Representative

17 June, 2015
Date

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in a matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Ascent Elevator Services, Inc.

Business/Contractor/Agency

Emery J Wilcox

Name of Authorized Representative

General Manager

Title of Authorized Representative



Signature of Authorized Representative

17 June, 2015

Date

(2014)WJ

Debarment Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment - Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-
6200***

Rev 12.11.13

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. Cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts Leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that the City has issued them a waiver. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor, which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Emery J Wilcox

Title: General Manager

Signature: 

Date: 17 June, 2015

Business Entity Name: Ascent Elevator Services, Inc.

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Ascent Elevator Services, Inc. Federal Tax ID No. [REDACTED]
 Address: 17752 Crusader Ave
 City: Cerritos State: CA ZIP: 90703
 Contact Person: Emery J Wilcox Telephone: (562) 860-3222
 Email: emery@ascentelevator.com Fax: (562) 860-3232

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
 (If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
 (If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

 By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

CONTRACT - ATTACHMENTS - DEBARMENT

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EEOC are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 17 day of June, 2015, at Cerritos, CA

Name Emery J Wilcox

Signature 

Title General Manager

Federal Tax ID No. 

INSURANCE REQUIREMENTS

- Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an 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 AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - 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,

CONTRACT - ATTACHMENTS - INSURANCE

- 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 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.
- 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.
- 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.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Emery J Wilcox Title: General Manager

Signature:  Date: 17 June, 2015

REFERENCE LIST REMOVED

CONTRACT - ATTACHMENTS - SBE

There will be a combined SBE/VSBE/LSBE goal of 5% on this contract.

SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE),
LOCAL SMALL BUSINESS ENTERPRISES (LSBE)

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBE/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp.

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBE/LSBE goal. All bidders/vendors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to www.longbeach.gov/purchasing and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online vendor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements.

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBE/LSBE directory.

To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.

CONTRACT - ATTACHMENTS - SBE

INSTRUCTIONS FOR COLB FORM SBE-2P:
SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES
CONTRACTS

SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime contractor is an SBE/VSBE/LSBE, list the prime first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The prime contractor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
 - a. locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. See examples listed in the table in Section 2.
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.
9. All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.



COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN FOR PROFESSIONAL SERVICES CONTRACTS

SECTION 1

Project Name:	TB PW15-136 Elevator Install, maint, repair, inspect, Emerg Resp Svcs		Date:	17 June, 2015
Prime Consultant:	Ascent Elevator Services, Inc	Prime Contract \$ Amount:	\$98,052.00	
Estimated \$ Value of Prime's Participation:	\$93,140.00	Estimated % of Prime's Participation:	95%	
Estimated \$ Value of SBE Participation:	\$4,912.00	Estimated SBE % of Prime Contract \$ Amount:	5%	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:		
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:		

SECTION 2 (please refer to instructions on page 2) Text

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
Lift Solutions, Inc. Lake Stevens, WA Mr John Castano (888) 671-0758	SBE	Supplier	Ascent Elevator Services, Inc.	Supplies, Elevator Parts	\$4,912.00	5%

Ascent Elevator Services, Inc.

(562) 860-3222

Completed by: Prime Consultant Contact (please print or type)

Phone #

[Handwritten Signature]
Signature

06/17/15

Date

emery@ascentelevators.com

Email

Company Name
(same as line 1 on W9): **Ascent Elevator Services, Inc.**

DBA Name
(same as line 2 on W9): leave blank if not applicable

Federal Tax ID Number (or SSN): [REDACTED] required (this number is a fed tax id: ssn:)

Web Address: leave blank if not applicable

Purchase Order Address:

Attn: **17752 Crusader Avenue**

City: **Cerritos**

State: **CA** Zip Code: **90703**

Contact Name: **Emery J Wilcox**

E-mail: **emery@ascentelevator.com**

Phone Number: **562-860-3222** i.e. 562-555-1234

Fax: **562-860-3232** i.e. 562-555-5678

Toll Free: i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address: **6693 Sierra Lane No C**

Attn: **Jennifer Sutton**

City: **Dublin**

State: **CA** Zip Code: **94568**

Contact Name: **Jennifer Sutton**

E-mail: **jennifer@ascent-elevator.com**

Phone Number: **925-829-5400** i.e. 562-555-1234

Fax: **925-829-4465** i.e. 562-555-5678

Toll Free: i.e. 800-555-2468

Type of Ownership:

Individual Partnership **Corporation** LLC Nonprofit Government

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)

MBE WBE Local DBE Certified SBE Certified Micro

State certification number: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ascent Elevator Services, Inc.

2 Business name/alternate entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C, S, corporation, P, partnership) ▶
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
 Explain to whom payments are made outside the U.S.

5 Address (number, street, and apt. or suite no.)
6693 Sierra Lane, #C

6 City, state, and ZIP code
Dubin, CA 94568

7 Ind account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____
 or
 Employer identification number
 _____ - _____ - _____ - _____ - _____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 5.

Sign Here: _____
 Signature of U.S. person

Date: **17 June, 2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-D (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-I (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.5384
Lenore.Blueford@Longbeach.gov

June 12, 2015

NOTICE TO BIDDERS

ADDENDUM NO. 1

**ITB PW15-136
CITYWIDE ELEVATOR INSTALLATION, MAINTENANCE, REPAIR, INSPECTIONS, AND
EMERGENCY RESPONSE SERVICES**

The following changes and/or additions shall be made to the original ITB PW15-136 – Citywide elevator installation, maintenance, repair, inspections, and emergency response services.

Please acknowledge receipt of this addendum by signing and returning with your proposal.

You are required to submit this Addendum with your bid. Any bidder who fails to submit this Addendum may be disqualified.

OLD SPEC: Page 28 of 53 Item #3a

- a. Nos. 1, 2, 3 and 5: Four Haughton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line.

NEW SPEC: Page 28 of 53 Item #3a

- a. Nos. 1, 2, and 3: Four Haughton hydraulic passenger elevators; 2000# @ 125 fpm; Serving 2 stops and openings in line.

OLD SPEC: Page 32 of 53 Item 29 – Rancho Los Cerritos Visitors Center item a & b

NEW SPEC: Page 32 of 53 Delete Rancho Los Cerritos Visitors Center from bid.

OLD SPEC: Page 35 of 53 item 3A. Strike through elevator 5.

OLD SPEC: Page 38 of 53 Item 29 A & B Strike through to delete from bid.

NOTE: There are now only 29 items on the bid.

The following clarification /questions and answers are as follows:

1. What is the current billing amount for the service that is performed by both elevator companies? Ascent Elevator Services, Inc. holds the current contract.

	Tech/ Mechanic	Helper	Probational Helper
Regular	\$219.00	\$175.20	N/A
Time & 1/2	\$328.00	\$262.80	N/A
Double Time	\$364.50	\$219.20	N/A

2. What is the current per unit price under both contracts? Total annual contract amount is \$78,588 with a 3% increase on 1st and 2nd renewals.
3. Does the current contract have any exclusions like the graffiti removal? No

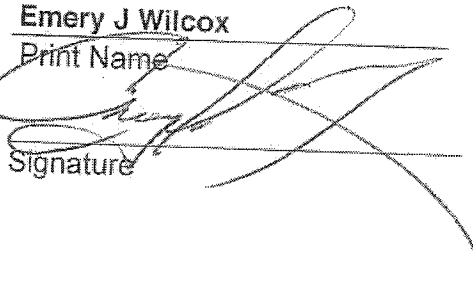
Any additional questions must be submitted in writing to Lenore.Blueford@longbeach.gov

Prepared By: Lenore Blueford Date: June 12, 2015
Buyer II

Acknowledged By: Ascent Elevator Services, Inc.
Company Name

Emery J Wilcox

Print Name



Signature

General Manager

Title

15 June, 2015

Date

Duplicate Original

BID NO. PW15-136
BOND NO. 869938
Premium \$1,418.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,
Ascent Elevator Services, Inc.
As PRINCIPAL, and Developers Surety and Indemnity Company Located at _____
17771 Cowan, Suite 100, Irvine, CA 92614, a corporation, incorporated under the laws of the
State of Iowa. 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
Ninety Eight Thousand Five Hundred Two DOLLARS
(\$ 98,502), 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
Elevator Services, 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 all 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 the 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 7th day of August, 20 15.
This bond is effective August 1, 2015 to August 1, 2016 unless renewed by continuation certificate or rider. If continuation certificate or rider is not provided, it does not subject
surety to claim on this bond.

Ascent Elevator Services, Inc.
CONTRACTOR / PRINCIPAL
By: [Signature]
Name: Eric Lazarus
Title: President
By: [Signature]
Name: Gregory J. Wilcox
Title: General Manager 9/22/15

Developers Surety and Indemnity Company
SURETY
By: [Signature]
Name: Dean Sigmondson
Title: Attorney-in-fact
Telephone: (800) 782-1546

Approved as to form this 20th day of Sept, 20 15
Charles Parkin, City Attorney
By: [Signature] Deputy

approved as to sufficiency this 2 day of Oct, 20 15
Assistant City Manager
By: [Signature] City Manager/City Engineer

Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond
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. Corporate
Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Dean Sigmundson, David Massie, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

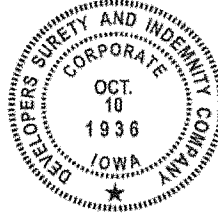
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

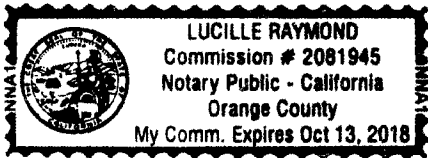
On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 7th day of August, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On September 15, 2015 before me, Julie A. Rector, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Dean Sigmundson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Julie A Rector*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond Number: 869938 Document Date: August 7, 2015
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dean Sigmundson
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Alameda)
On 9/17/15 before me, Jennifer Silveira-Sutton, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ernie LaZarus
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jennifer Sutton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

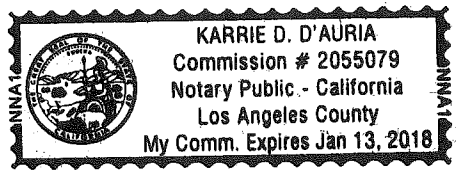
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 22, 2015 before me, Karrie D'Auria, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared EMERY J. WILCOX
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Karrie D'Auria
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



ASCENT ELEVATOR SERVICES INC. CONSENT IN LIEU OF SPECIAL MEETING
OF BOARD OF DIRECTORS

The undersigned, being all members of the Board of Directors of Ascent Elevator Services Inc. a Washington Corporation (the "Company"-), whose principal place of business is San Francisco Ca., by this instrument in lieu of a special meeting of the Board of Directors of the Company, hereby consent to the following resolutions effective as of 9 February, 2013, and waive any notice required by law with respect thereto:

Ratification of Signing Authority for its Corporate Officers

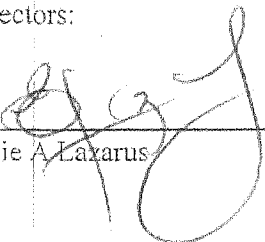
RESOLVED, that the Directors-of the company hereby authorize and empower the signing authority of the General Manager of the Company, to allow the General Manager to contractually commit and obligate the Company in performance of any business opportunity related to its primary business interests, elevator construction, maintenance and repair, not to exceed a per project limit of One Million Dollars.

RESOLVED FURTHER, that the Company's current General Manager, Emery J Wilcox has the authority to contractually commit the Company without the need of a countersignature from the Secretary until further resolved.

RESOLVED, that the Directors of the company hereby authorize and empower the signing authority of Karrie D'Auria as the Los Angeles Office Sales Associate to allow her to contractually commit and obligate the Company in performance of any business opportunity related to its primary' business interests, elevator construction, maintenance and repair, not to exceed a per project limit of One Hundred Thousand Dollars.

This consent may be executed in counterparts, each of which shall be an original," but all of which together shall constitute the same document. Delivery of an originally # executed signature page or pages hereto, a counterpart signature page, or a photocopy thereof transmitted by telephone facsimile transmission, shall be a effective as delivery of a manually signed counterpart of this Consent

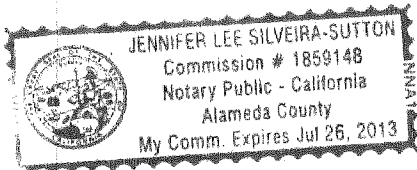
Directors:


Ernie A. Lazarus

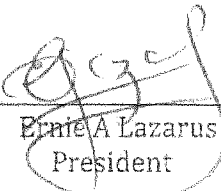

Donavan McKeever



This is to certify that I am the President of Ascent Elevator Services, Inc. ; and that the attached resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on 6 February, 2013



See attached


Ernie A Lazarus
President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On 2/10/13

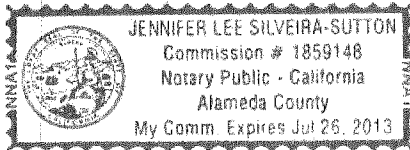
Date

before me, Jennifer Sutton

Here Insert Name and Title of the Officer

personally appeared Ernie Lazaris

Name(s) of Signor(s)



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

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

WITNESS my hand and official seal.

Signature: Jennifer Sutton

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Corporate Officer -- Title(s): _____

Individual

Individual

Partner -- Limited General

Partner -- Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here