



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL PS- # 1191 ELEVATOR MAINTENANCE SERVICES

October 25, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Elevator Maintenance Services.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit seven (7) hard copies and one (1) electronic copy (on CD) of your proposal on November 21, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Debbie Belt, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Ken Meichtry at (805) 781-5121 or Bob Eckman at (805) 781-5124.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Ken Meichtry at: kmeichtry@co.slo.ca.us. All questions will receive a response within 3 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

PRE-PROPOSAL JOB WALK

A job walkthrough of a representative selection of buildings within the San Luis Obispo Downtown area is scheduled for Wednesday, November 7, 2012. Interested parties should meet at the reception desk in the lobby of the New Government Center, 1055 Monterey Street, San Luis Obispo, at 9:00 am. Attendance is highly recommended, but not mandatory. **Due to the numerous buildings and locations included in this**

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proposal, only a selection of buildings will be inspected during the job walk. Proposers are encouraged to inspect the remaining buildings as they deem necessary. However, prior to doing so, notify Ken Meichtry, Building Maintenance Superintendent, Facility Services, at (805) 781-5121. Each proposer is solely responsible for a prudent and complete personal inspection, examination, and assessment of the elevator condition and/or any other existing condition, factor, or item that may affect or have an impact on the performance of services described by the requirements of this solicitation. The proposer shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the proposer's failure to observe existing conditions.

DEBBIE BELT

Buyer – GSA Purchasing

dbelt@co.slo.ca.us

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PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of seven (7) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on November 21, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: DEBBIE BELT
Telephone: (805) 781-5903

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. **Contract Duration:** The County intends to enter into a contract with an effective period of January 1, 2013 through December 31, 2013, for an initial one (1) year term until December 31, 2013, and thereafter the contract may be mutually renewed by the County under like terms for three (3) one (1) year periods thereafter, unless terminated earlier.
10. **Term of Contract:** This Contract shall commence on January 1, 2013, and shall terminate on December 31, 2013, unless terminated earlier as provided herein. This term may be extended for three additional one year terms each, under the same terms and conditions, upon mutual agreement by the parties. Each extension shall require advance written notice by the other party no later than fifteen (15) days prior to expiration of the term and shall be effective upon written approval by the General Services Agency Director and Contractor.
11. **General Prevailing Wage:** Determined by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Section 1770, 1773, 1773.1, and 1773.2 shall be paid all workmen employed on public work projects, inclusive of maintenance work, Section 1771. The County of San Luis Obispo is in the Southern California Region.

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Contractor shall maintain records of the hours and wages of his employees, and such records shall be open at all times for inspection by the Owner and/or the Division of Labor Statistics and Law Enforcement, in accordance with Section 1812 and 1776 of the California Labor Code.

12. **Termination for Non-Appropriation:** County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.
13. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
14. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
15. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
16. The successful proposer is expected to execute a contract similar to the contract in Appendix G. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix G – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.
17. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the

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proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

18. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 1101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

ELEVATOR MAINTENANCE SERVICES**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

ELEVATOR MAINTENANCE SERVICESd. **INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each

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accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse,

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the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to General Services Agency, 1087 Santa Rosa St, San Luis Obispo CA 93408.

e. Indemnification:

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.

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10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ELEVATOR MAINTENANCE SERVICES**APPENDIX A****CONDITIONS OF THE AGREEMENT**

1. GENERAL CONDITIONS:

1.1 DEFINITION OF TERMS:

- 1.1.1 The term ELEVATOR CONSULTANT or CONSULTANT as used herein, refers to any persons, partners, firm or corporation having an Agreement with the County to furnish labor and materials for the execution of the work herein described.
- 1.1.2 The term COUNTY, as used herein, refers to the County of San Luis Obispo..
- 1.1.3 The term COUNTY'S REPRESENTATIVE, as used herein, refers to any persons, partners, firm or corporation having an Agreement with the County to furnish labor and materials for the execution of the work herein described, or as directed by COUNTY.
- 1.1.4 The term CONTRACTOR or ELEVATOR CONTRACTOR, as used herein, refers to any persons, partners, firm or corporation having an Agreement with the County to furnish labor and materials for the execution of the work herein described.
- 1.1.5 The term SUBCONTRACTOR, as used herein, refers to any persons, partners, firm or corporation having an Agreement with the Contractor to furnish labor and materials for the execution of the work herein described.
- 1.1.6 The term OPERATING HOURS shall mean 7:00 a.m. through 5:00 p.m., Monday through Friday.
- 1.1.7 The term NON-OPERATING HOURS shall mean 5:01 p.m. through 6:59 a.m. Friday through Monday.
- 1.1.8 Words in the singular shall include the plural whenever applicable or the context so indicates. Words in the masculine gender shall include the feminine gender equivalent whenever applicable or the context so requires.
- 1.1.9 All terms in these specifications have the definition given in the latest edition of the American National Standard Safety Code for Elevators and Escalators, ASME A17.1.
- 1.1.10 The term OWNER shall mean County of San Luis Obispo.

1.2 PERFORMANCE REQUIREMENTS:

Upon completion of pre maintenance repairs, Contractor agrees to maintain the minimum performance requirements designated in Appendix D.

1.3 DEFINITIONS OF PERFORMANCE CRITERIA TERMS:

- 1.3.1 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 (per Appendix D schedule).
- 1.3.2 Door opening times are measured from start of car door open until doors are 1" from the fully open position (per Appendix D schedule).

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- 1.3.3 Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
- 1.3.4 Stopping accuracy shall be measured under all load conditions.
- 1.3.5 Variance from rated speed, regardless of load, shall not exceed $\pm 3\%$ on traction elevators with closed-loop motor control, $\pm 5\%$ on traction elevators without closed-loop motor control, $\pm 10\%$ on hydraulic elevators.
- 1.3.6 To maintain a comfortable ride, the Contractor shall maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.
- 1.3.7 Contractor shall maintain door dwell times and nudging time within the parameters of the Americans with Disabilities' Act.
- 1.3.8 Shutdowns for emergency minor adjustment callbacks shall be minimized. Verifiable shutdown frequency shall be maintained at .3 per unit per month or less based on the previous 90 day's data.
- 1.3.9 The Contractor agrees to check and adjust the dispatching system, where applicable, and make necessary tests to ensure all circuits and time settings are properly adjusted at least once a year, and any time proper adjustment is questioned. Adjustments shall minimize response time to registered car and hall calls.
- 1.3.10 Power freight elevator doors shall be adjusted to meet Code sequencing requirements and within Code speed limits.
- 1.3.11 Noise and Vibration Control:
 - 1.3.11.1 Elevator equipment shall be maintained and adjusted to meet the performance requirements specified herein within the following parameters:
 - 1.3.11.2 Horizontal acceleration within cars during all riding and door operating conditions shall not exceed 15 mg in the 10 Hz range.
 - 1.3.11.3 Acceleration and deceleration shall be constant and not exceed 5 feet/second² with an initial ramp between 0.5 and 0.75 seconds.
 - 1.3.11.4 Sustained jerk shall not exceed 10 feet/second³.
 - 1.3.11.5 Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBA under any condition including ventilation blower on highest speed.
- 1.3.12 In accomplishing the above requirements, Contractor shall 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. Performance requirements indicated are minimum standards, and are not the sole criteria for judging the Contractor's performance.
- 1.3.13 A part shall be classified "obsolete" when it is no longer available from the original equipment manufacturer or from suppliers of original equipment manufacturer's parts. Parts which can be rebuilt are not considered obsolete.

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1.4 ROUTINE BUSINESS:

- 1.4.1 After the award and signing of the Agreement all business relating to the work shall be transacted through the County unless otherwise provided herein.

1.5 SPECIFICATIONS:

- 1.5.1 It is intended that the Agreement includes engineering, all labor, tools material, insurance, etc. to provide full preventive maintenance in every respect. However, bidders are cautioned to familiarize themselves with existing conditions at each facility and to include all incidental work that might occur during the course of the Agreement. After the Agreement has been executed, there will be no extra charges allowed for any labor or material necessary as a result of pre-existing conditions.

1.6 ASSURANCES TO THE COUNTY:

The County shall receive the following assurances as a result of the services purchased under this Agreement:

- 1.6.1 That the elevator and lift equipment will be kept operating continuously within safe limits and that the safety devices will function properly.
- 1.6.2 That the Owner's investment in this equipment will be protected by preventing excessive wear and breakdown.
- 1.6.3 That the optimum elevator and lift service over the life of this Agreement will be maintained as programmed in the original design of the equipment.
- 1.6.4 That all pre-maintenance repairs agreed to will be completed within ninety (90) days from the date of Agreement commencement. All repairs necessary to ensure the safety of the riding public will be completed within fourteen (14) calendar days.

1.7 AGREEMENT ADMINISTRATION:

- 1.7.1 The County and/or County's Representative shall be responsible to:
- 1.7.1.1 Approve changes or replacement of components.
- 1.7.1.2 Approve the Contractor's maintained record of time and materials used for the job.
- 1.7.1.3 Approve Contractor's master maintenance calendar.
- 1.7.1.4 Inspect, or cause to be inspected, all work performed and authorize payment upon acceptance.
- 1.7.1.5 County and/or County's Representative's approval rights enumerated herein shall in no way reduce or eliminate Contractor's obligation to provide the Services in a safe, reliable manner consistent with all applicable laws and Codes as required hereunder.
- 1.7.2 All records of maintenance, repair, alteration, etc., required by this Agreement, shall be kept on site and be made immediately available to the County upon request.

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2 SERVICES:

2.1 DUTIES OF CONTRACTOR:

- 2.1.2 Contractor shall furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide full-preventive maintenance, adjustment, replacement and repair service for the complete vertical transportation systems described herein.
- 2.1.3 Contractor agrees to furnish the necessary personnel, as specified in the Form of Agreement and presented in the Appendices, for a minimum of 12 mechanic hours per week, based on a 4-week average, exclusive of callbacks, repair work, or billable work not covered by this Agreement.
- 2.1.4 Normal response time to trouble calls during elevator trade operating hours shall be 1 hour or less. Response time to trouble calls during non-operating hours of elevator trade shall be a maximum of 2 hours. ETA telephone response will be within 15 minutes.

2.2 EXTENT OF THE WORK:

- 2.2.1 Contractor shall be responsible for regular, systematic execution of the work items included in this Agreement as follows:

- 2.2.1.1 Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate, test, clean, and adjust the vertical transportation equipment and provide emergency call-back service per this agreement, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this Agreement with the following exclusions only:

- 2.2.1.1.1 Repairs required because of negligence, accident, vandalism 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.

- 2.2.1.1.2 Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, and signal fixture faceplates, smoke detectors and communication equipment not installed by an Elevator Contractor, and cleaning of car interiors and exposed portions of sills.

- 2.2.1.1.3 Mainline and auxiliary disconnect switches, fuses and feeders to control panels.

- 2.2.1.1.4 Lamps for normal car and machine room illumination.

- 2.2.1.1.5 Underground hydraulic piping and cylinders.

- 2.2.1.1.6 In addition to any other obligation contained in this Agreement, if any additional legal requirements regarding pre 1972 single bottom cylinders are enacted or adopted, Contractor will service the pre 1972 elevators with the following stipulations:

- 2.2.1.1.6.1 Either the cylinder/jack will be replaced within the time required by law or

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- 2.2.1.1.6.2 The elevator unit will be equipped with an acceptable safety device within the time required by law. Contractor will accept no responsibility for failure of such cylinders, catastrophic or otherwise, if owner fails to take either of the above actions within the required time. On each unit, Contractor will perform a full-load static test within the first 90 days of the Agreement, and each 12 months thereafter.
- 2.2.2 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, a written report signed by the Contractor shall be delivered to the County 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 County.
- 2.2.3 In performing the indicated work, Contractor agrees to provide parts used by the Manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the Manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by County.
- 2.2.4 Parts requiring repair shall be rebuilt to "as new" condition. No parts or vertical transportation equipment covered under this Agreement may be permanently removed from the jobsite without written approval by the County. This does not include renewal parts stocked on the job by Contractor, which shall remain its sole property until installed for use on the equipment.
- 2.3 EXAMINATION, TESTING, AND SCOPE OF SERVICES:
- 2.3.1 OPERATION EXAMINATION:
- 2.3.1.1 Contractor shall conduct monthly testing of the elevator equipment response to the operation of every control customarily used by passengers or users of the equipment in normal operation. Bi-monthly operation tests shall be performed on the lifts.
- 2.3.1.2 In carrying out the above test, Contractor will use expert professional visual and audible senses to identify any improper operation in equipment involved including rotation machinery, suspension system, guides, door operating mechanisms, indicating lights, alarms, control systems and logic of the system.
- 2.3.1.3 Perform a visual and audible inspection of all system machinery accessible (without disassembly) in machinery rooms, hoistways, etc. monthly.
- 2.3.1.4 Conduct monthly/bi-monthly report on completion of operational examination on each elevator and quarterly reports on completion examination on each lift using an approved reporting form, a sample of which is to be attached to this proposal as per Appendix F.
- 2.3.1.5 Provide all testing required of the County by applicable Codes, by ASME A17.1, and as required herein, and provide reports thereof.

ELEVATOR MAINTENANCE SERVICES**2.3.2 PERFORMANCE OF REPAIRS, ADJUSTMENTS, AND OTHER MAINTENANCE:**

- 2.3.2.1 When, as a result of an operational examination, performance of preventive maintenance, performance of periodic testing, inspection or observation by the County and/or County's Representative and/or Elevator Consultant or his/her representatives, corrective action is found to be necessary, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections necessary to restore the equipment to normal operation.
- 2.3.2.2 The Contractor shall be responsible for all necessary repairs, adjustments, and parts renewal to all vertical transportation system components except as herein excluded. This also includes static loading of the car as required to set automatic control limit devices.
- 2.3.2.3 Deficiencies of an emergency nature shall be communicated to the County or his/her representative immediately and followed up in written form.
- 2.3.2.4 Repairs or renewals necessitated by County and/or Owner's Representative's negligence, accidents, misuse, storm, fire, flood, earthquake, or water damage, or due to any cause beyond the Contractor's control shall be the responsibility of the County. Authorization for the Contractor to accomplish such work shall be provided in writing by the County and/or County's Representative.
- 2.3.2.5 When, in the opinion of the Contractor, such work is considered, within the terms of this Agreement, to be the responsibility of the County and/or County's Representative rather than the Contractor, a written report shall be delivered to the County and/or Owner's Representative's office for further action.
- 2.3.2.6 The County and/or County's Representative shall be responsible for repairs or renewals of car enclosure, machine room enclosure, and hoistway enclosure.

2.4 PREVENTIVE MAINTENANCE AND REPAIR SERVICE PROGRAM:

- 2.4.1 The Contractor shall provide all management, supervision, labor, material, supplies, tools and equipment necessary to deliver, for the term specified in this Agreement, a preventive maintenance and repair service program. The program must be based upon preventive maintenance requirements of the original equipment manufacturers. The program submitted should state for each category of equipment what components are to receive periodic maintenance/testing, the actions to be conducted, and the frequency of the actions, including the following:
 - 2.4.1.1 County or Owner reserves the right to have a mechanic on-site for routine, preventive maintenance and/or repair work for a minimum 1 month average of .5 hours per lift, 1.75 hours per hydraulic elevator, and 3.5 hours per geared/gearless elevator per month, exclusive of regular or overtime callbacks, emergency repair, billable work not covered by this contract, or scheduled repair hours. These hours will be enforced whenever callbacks exceed 3 per year, per elevator/lift averaged over a three month period.
 - 2.4.1.2 The preventive maintenance program shall provide for equipment lubrication. Lubricants shall be applied at intervals recommended by the original equipment manufacturer, shall be suitable for the purpose

ELEVATOR MAINTENANCE SERVICES

intended, and shall meet or exceed the specifications of the original equipment manufacturer.

2.4.1.3 Provide complete written report, to the County and/or the County's Representative, indicating results of the preventive maintenance actions on each unit using a form approved by County and/or County's Representative on a monthly basis.

2.4.1.4 Conduct monthly operational examinations and provide a written report thereof with a copy to the County's Representative:

County of San Luis Obispo
Ken Meichtry, Building Maintenance Superintendent
1087 Santa Rosa Street
San Luis Obispo, CA 93408

2.4.1.5 Semi-annually, the Contractor shall provide and review with the County a summary of all callbacks. The intent of this semi-annual summary is to minimize callbacks by keeping the Contractor and County aware of callback trends.

2.4.1.6 Contractor shall provide an annual written report outlining system performance for groups of three or more elevators. Report shall include data verifying average system response time and appropriate breakdowns of call distribution. Initial report shall be submitted no later than 3 months after initiation of Agreement and every year thereafter.

2.4.1.7 Maintenance, repairs, or replacement of the following elevator/lift equipment, is not to be considered as part of the minimum number of hours for performing preventive maintenance as previously stated:

2.4.1.7.1 Annual major cleaning of machine room, hoistway, top of car, door locks, rails, etc., shall be additional required work man-hours by the Contractor at no cost to the County.

2.4.1.7.2 Renewals of hoist ropes as required by the County shall be additional required work man-hours by the Contractor at no cost to the County.

2.4.1.7.3 Safety tests as required of the County and by the specifications shall be additional required work man-hours by the Contractor at no cost to the County.

2.4.1.7.4 Fees for re-inspection, due to failure to eliminate deficiencies covered by the Maintenance Agreement, shall be paid by the Contractor.

2.5 MAINTENANCE SCHEDULE:

2.5.1 Upon signing of the Agreement, the Contractor shall verify in writing the maintenance schedule and provide a copy to the County and/or the County's Representative.

2.5.2 Any changes in the maintenance schedule must be pre-approved by the County and/or County's Representative. Contractor shall provide in writing the reasons for the requested change of schedule and the new proposed schedule.

ELEVATOR MAINTENANCE SERVICES**2.6 TESTING REQUIRED BY APPLICABLE CODES AND AGREEMENT DOCUMENTS:**

2.6.1 The Contractor shall act as the County and/or County's Representative's agent for conducting or assisting in the conducting of all tests and inspections required for vertical transportation equipment as part of this Agreement. Testing performed not within normal operating hours shall be at the sole cost and expense of Contractor.

2.6.1.1 Periodic tests:

2.6.1.1.1 As required by the ASME A17.1 Safety Code for Elevators and Escalators, including compliance with the ASME A17.2 Inspectors' Manual.

2.6.1.1.2 Assist with periodic inspection and testing of the firefighters' service in accordance with ASME A17.1 Rule 8.6.10.1 & 8.11.2.2.6 and standby power operation in accordance with ASME A17.1 Rule 8.11.2.2.7. Conduct test of fireman's service 12 times per year per A17.1, Rule 8.6.10.1.

2.6.1.1.3 When testing is required during operating hours, Contractor shall coordinate with the County and Code authorities as to minimize disruptions of service to the facility. County retains the right to have testing performed during non-operating hours when possible.

2.6.1.1.4 When required by local Code authority, assist in Routine and Periodic inspections.

2.6.1.1.5 Test of earthquake protection devices shall occur at six (6) month intervals.

2.6.2 Complete all repairs found to be necessary as a result of the above examinations, inspections and tests, except those which are caused by negligence, abuse, misuse, or obsolescence of the equipment or by other than ordinary wear and tear not caused by the Contractor.

2.6.3 Inspection and Approvals: The services shall be subject to inspection and approval by County or County's Representative and all applicable governmental authorities; provided, however, in no event shall any such inspection and/or approval by County or Representative of the County constitute an assumption of Contractor's duties and obligations or a waiver or release of liability or a release of any other obligations whatsoever of Contractor with respect to the Services performed by Contractor pursuant to this Agreement.

2.7 BREAKDOWNS AND SHUTDOWNS:

2.7.1 Minor breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, or electrical or mechanical adjustments, will not keep the respective elevator/lift out of service longer than one (1) day (24 hours).

2.7.2 Under no circumstances will any major shutdown or breakdown last longer than 48 hours. This includes the locating of the trouble, procurement of parts, the installation of these parts and the replacing of the respective elevator/lift back into safe uninterrupted operation. The Contractor must be so equipped to meet the above conditions. The excuse of not being able to provide personnel, obtain parts, obtain necessary technical and engineering advice, etc., will not be acceptable, and the Contractor will be considered in default, giving sufficient justification to the

ELEVATOR MAINTENANCE SERVICES

County to obtain these services from Contractors who can provide the County with uninterrupted elevator/lift service.

2.7.3 In the event that the County is caused to take over the work and prosecute it to completion by Agreement or otherwise, the Contractor and their sureties (if any), shall be liable to the County for any additional cost occasioned by the County, previous to the termination of the Agreement.

2.7.4 In addition, the Contractor shall comply with the specified Callback Service requirements.

2.8 REMOTE MONITORING:

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

3 LAWS, PERMITS, CODE COMPLIANCE, AND INSPECTIONS:

3.1 LAWS AND REGULATIONS:

3.1.1 In the performance of this Agreement, the Contractor agrees it will, without additional expense to the County, abide by all existing laws, Codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

3.1.2 Contractor shall make periodic tests and maintenance inspections of all equipment as required by current applicable safety Codes, including ASME A17.1, for elevators, lifts, dumbwaiters, escalators, moving walks. A log book of all tests shall be maintained at the job site. Periodic Testing shall be performed at the frequencies dictated by ASME A17.1-1996.

3.1.3 Under this agreement, the Contractor shall not be required to install new attachments or perform tests other than those specified herein as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such installation or services.

3.1.4 Contractor hereby indemnifies and saves County and/or County's Representative from and against any and all costs, liabilities, and actions arising out of the violation or alleged violation of, or the non-compliance with or alleged non-compliance with, any Laws or Regulations.

3.2 LICENSES AND PERMITS:

3.2.1 The Contractor shall obtain and pay for all permits necessary for execution of any elevator/lift work with the exception of Permits to Operate.

3.2.2 To the extent permitted by law, Contractor hereby indemnifies and saves County and/or County's Representative from and against any and all costs, liabilities, and actions arising out of the violation or alleged violation of, or the non-compliance with or alleged non-compliance with, obtaining necessary licenses, permits, required by any Codes and/or ordinances, usually provided by the Contractor as dictated by standard industry practice.

ELEVATOR MAINTENANCE SERVICES**3.3 CODES AND ORDINANCES:**

- 3.3.1 All the work covered by these specifications is to be done in full accord with the state and local laws, Codes, and ordinances as are in effect at the time of the execution of the contract and the ASME A17.1 elevator safety orders. All of the requirements of the local Building Department are to be fulfilled by the Contractor except for inspection fees as outlined in the following paragraph. Any re-inspections due to Contractor's failure to perform covered services will be at Contractor's sole expense.
- 3.3.2 The Contractor shall also provide maintenance and/or repairs to comply with any violation of the Governing Agencies and recommendations of casualty companies on due notice from the County, provided that such violations or recommendations did not exist prior to the date of the Agreement or after issuance by either party of any 30 or 90 day cancellation notice. Upon completion of pre-maintenance repairs, any pre-existing condition falling within the scope of this Agreement will be covered. The requirement of any new attachments or parts on the elevator/lift, in addition to those on the now existing equipment, shall be the responsibility of the County.

3.4 CERTIFICATE OF INSPECTION/PERMIT TO OPERATE:

- 3.4.1 State or City inspection fees shall be paid by the County. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance Agreement will be paid by the Contractor.

3.5 OWNER'S RIGHT TO INSPECT AND REQUIRE WORK:

- 3.5.1 County reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Agreement are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense. In no instance shall County or Owner be liable for the frequency or sufficiency of such inspections or tests.
- 3.5.2 If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, County may, after ten (10) days' written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse County for any expense incurred therefore, and County at its election may deduct the amount from any sum owing Contractor. The waiver by County of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. If the County so desires, a qualified Elevator Consultant reasonably acceptable to both parties may be retained by County to mediate any disputes.

3.6 LABOR LAWS:

- 3.6.1 The Contractor performing work under this Agreement shall comply with applicable provisions of all federal, state and local labor laws, and Labor Union Agreements.
- 3.6.2 Contractor hereby indemnifies and saves County and/or County's Representative from and against any and all costs, liabilities, and actions arising out of the violation or alleged violation of, or the non-compliance with or alleged non-compliance with, any Labor Laws and or Labor Union Agreements.

ELEVATOR MAINTENANCE SERVICES

4 MATERIALS AND SITE CONDITIONS:

4.1 CLEANING:

4.1.1 The Contractor shall clean equipment, machine room, machinery space, hoistway and pit. The cleaning shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment for the duration of the service Agreement.

4.1.1.1 The Contractor shall not be responsible for cleaning any equipment made necessary by reasons beyond the service Contractor's reasonable control or as a result of improper janitorial or building maintenance functions.

4.1.1.2 The Contractor shall report to the County the need for cleaning and/or repair of building items.

4.2 PROTECTION OF WORK AND PROPERTY:

4.2.1 The Contractor shall take all necessary precautions during the period of service to continuously maintain adequate protection of all his work from damage and shall protect the Owners' property from injury or loss arising out of this Agreement. The Contractor shall repair or replace at Contractor's expense, any damaged property caused by lack of said precautions. The Contractor shall compensate County for any injury or loss, except such as may be directly caused by agents or employees of the County. The Contractor shall provide all barricades required to protect open hoistways or shafts, per OSHA regulations. In addition, said barricades shall be of a commercially available, professional, or industry standard variety, and aesthetically maintained (clean, painted, kept in good repair, etc.).

4.2.2 Owner/County will provide a safe workplace for Contractor's employees and a safe and secure storage location for materials to remain on-site.

4.3 PERIODIC VISITS TO THE SITE:

4.3.1 The Contractor shall make a minimum of semi-monthly visits to the site where traction equipment exists, monthly visits to the site where hydraulic equipment exists, and bi-monthly visits to the site where lift equipment exists and shall perform all necessary adjustments and service requirements as indicated on the preventive maintenance and lubrication charts and schedules as recommended by the elevator/lift manufacturers.

4.4 DEMAND VISITS TO THE SITE:

4.4.1 The Contractor shall also provide maintenance service promptly when called by the County for any conditions that require adjustments or repair.

4.4.2 Emergency service shall be rendered within one (1) hour during elevator trade operating hours and two (2) hours during elevator trade non-operating hours from the time a call is placed for emergency service. Contractor shall in good faith make all reasonable efforts to comply with this requirement with the understanding that environmental factors, i.e., traffic, weather and other uncontrollable events, etc. may impede the ability to render service within these time frames. Contractor shall immediately provide ETA to facility for emergency service requests. Notwithstanding the foregoing, overtime billing will not be enacted due to delays in arrival beyond stated time frame.

ELEVATOR MAINTENANCE SERVICES

4.5 WORK HOURS:

- 4.5.1 Services, except as otherwise noted under this Agreement, shall be performed during regular hours of regular working days of the Elevator Trade. Provide overtime callback service at no additional cost under the following conditions:
- 4.5.1.1 Passenger entrapments.
 - 4.5.1.2 A malfunction of elevator group control panel.
 - 4.5.1.3 More than one elevator at any property out of service due to equipment shut-down or malfunction.
- 4.5.2 The Contractor shall stand ready and be available to perform overtime work, service, and/or repairs when requested to do so by the County. All overtime work not otherwise included (as listed below) shall be billed to the County as an extra charge at the Contractors agreed to overtime premium labor rates indicated in Appendix E. Request for callbacks placed prior to 2:30pm, M-F, will be answered the same day the call was placed and will not incur overtime charges.
- 4.5.3 Provide overtime callbacks at no cost to the County per Paragraph 4.5.1.
- 4.5.4 During the IUEC Local's designated regular hours, the County, at its option, may request callback or normal service at no additional cost.
- 4.5.4.1 If overtime work, including repairs, not covered by Paragraph 4.5.1 is required, County will pay only the difference between normal and overtime labor at the hourly rates indicated in Appendix E.

4.6 USE OF SITE:

- 4.6.1 The normal operating hours are 7:00 a.m. to 5:00 p.m.
- 4.6.2 It shall be the responsibility of Contractor's service personnel to log in and out, where directed by County's Representative, each time the site is visited for either a routine or demand service check. An itemized service ticket indicating the work accomplished shall be left with the representative after each visit. A sample shall be provided by the Contractor and attach to this bid.
- 4.6.3 Upon completion of the work, service personnel shall return to the sign in point to log out.
- 4.6.4 If any, the service technician shall be responsible for compliance with the building's work order system.
- 4.6.5 In addition, at the conclusion of each visit, all keys shall be returned to the facility office. No material, keys, documents, or other information is to be removed from the property. Anyone removing these items will be required to return said items immediately to the property at no additional cost to the County.
- 4.6.6 All work shall be performed without unnecessary interference to the County. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Agreement documents and shall not reasonably encumber the site with any materials or equipment.

ELEVATOR MAINTENANCE SERVICES

- 4.6.7 Removal of elevators/lifts from service shall be coordinated with and approved by the County or it's Representative. County agrees to permit Contractor to remove units from service for a reasonable time in order to perform maintenance thereon.
- 4.6.8 The Contractor shall not remove more than one elevator per building from service at a time for preventive maintenance, inspection or test during the normal operating hours noted above without prior approval of the County or his/her designated representative, except when failure to do so would clearly endanger human life or cause major damage to the equipment or property.
- 4.7 WASTE DISPOSAL AND REMOVAL OF EQUIPMENT:
- 4.7.1 The Contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by its operations and from leaks and spillage from equipment, and leave the premises at completion in perfect condition as far as its work is concerned to the County's complete satisfaction. In addition, upon completion of the work, Contractor shall remove tools, equipment, machinery and surplus materials and shall clean all building surfaces and leave the work area clean.
- 4.7.2 All hazardous waste, including but not limited to solvents, paints, oil, soiled rags, etc., will be promptly disposed of in accordance with all laws and regulations at no additional cost to the County.
- 4.8 STORAGE OF MATERIALS:
- 4.8.1 Only materials to be used in order to perform the services specified herein are to be stored at the job site. Contractor shall confine storage of materials to limits approved by County and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load.
- 4.8.2 For the purpose of this Paragraph the following terms shall have the following meanings:
- 4.8.2.1 The term "Hazardous Material" shall mean: (i) any material or substance that, whether by its nature or use, is subject to regulation by any governmental body or agency, or (ii) any material, substance or waste which is toxic, ignitable, explosive, corrosive or reactive, or (iii) asbestos, or (iv) petroleum and petroleum-based products, or (v) formaldehyde, or (vi) polychlorinated biphenyl's (PCBs), (vii) Freon and other chlorofluorocarbons or (viii) such other material as is designated in a notice from County or Owner to Contractor (whether such notice is provided before or after Contractor first commences to use such material).
- 4.8.2.2 The term "Environmental Requirement" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule regulation, order or directive addressing environmental, health or safety issues of or by any governmental body or agency.

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- 4.8.3 Contractor hereby represents and warrants to County and Owner that it will insure that (i) no Hazardous Material will be used, generated, manufactured, sold, transported or located at, on, in, under or about the facility; (ii) no Hazardous Material will be used, generated, manufactured, sold, transported or located at, on, in, under or about the facility in a manner which violates any Environmental Requirement, or which requires cleanup or corrective action of any kind under any Environmental Requirement and (iii) no Hazardous Material will be transported, released, emitted, sold, discharged, leached, dumped or disposed of from the facility onto or into any other property.
- 4.8.4 Contractor shall notify County or Owner promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the facility which is required to be reported to a governmental body or agency under any Environmental Requirement, will promptly forward to County or Owner copies of any notices received by Contractor relating to the alleged violations of any Environmental Requirement and will promptly pay when due any fine or assessment against Contractor, County, Owner or any other party or the facility or the development relating to any Environmental Requirement or the existence of Hazardous Materials.
- 4.8.5 If, at any time, it is determined that the Services violate any applicable Environmental Requirement or involve Hazardous Materials which require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action, Contractor shall within ten (10) days after receipt of notice thereof take, at its sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements.
- 4.8.6 If a lien is filed against any part of the facility resulting from the need to expend or the actual expending of monies arising from an Environmental Requirement, or a liability regarding Hazardous Materials related to an action or omission, whether intentional or unintentional, of Contractor or for which Contractor is responsible, then Contractor shall, within ten (10) days from the date that the Contractor is first given notice that such lien has been placed (or within such shorter period of time as may be specified by County or Owner) either (a) immediately pay the claim and remove the lien, or (b) immediately furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to County or Owner and is sufficient to effect a complete discharge or such lien on the facility.
- 4.8.7 Contractor shall defend, indemnify, and hold harmless County and Owner their affiliates, parent corporations, subsidiaries, partners, successors and assigns, and the employees, agents, officers, directors of any of them from and against any and all loss, claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) directly or indirectly arising out of, or in any way related to (i) any breach by Contractor of any of the provisions of this Agreement; (ii) the presence, use, generation, transportation, disposal, spillage, discharge, emission, leakage, release, or threatened release of any Hazardous Material which is at, in, on, under, about, from or affecting the facility including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the facility or any related soil, water, air, vegetation, buildings, personal property, persons or animals; (iii) any personal injury (including wrongful death) or property damaged (real or personal) arising out of or related to any such Hazardous Material; (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any government agency or body relating to such Hazardous Material; or (v) any violation of any Environmental Requirement or any policy or requirement of County or Owner hereunder. Contractor shall

ELEVATOR MAINTENANCE SERVICES

indemnify County or Owner for all losses, including, but not limited to damages occasioned by the inability of County or Owner to lease any area or a reduction in the fair market and/or rental value of any area of the facility due in whole or in part to Contractor's actions or omissions related to Hazardous Material or Environmental Requirements or the indemnity of Contractor set forth in this Section.

4.8.8 Contractor acknowledges and agrees that in any dispute concerning any hazardous Material or Environmental Requirement, it shall be presumed that any Hazardous Material or violation of and Environmental Requirement at, in, on or about the area at which the services are performed was caused by, and shall be the primary liability of, Contractor.

4.8.8.1 It shall be the Contractor's responsibility to update this information, and notify the County or County's Representative in writing, prior to the introduction of a hazardous or toxic product to the work place.

4.8.8.2 Information relating to the quantity, storage, and type of chemicals must be provided in a format as to comply with local requirements.

4.9 PARTS:

4.9.1 Parts installed on the elevators/lifts covered by this Agreement, either as preventive maintenance replacements and/or repairs, shall be supplied by, or authorized by, the original equipment manufacturer.

4.9.2 The Contractor, by accepting and agreeing to the terms of this Agreement, certifies that it recognized the importance of maintaining the original integrity of the vertical transportation system and that it has a sufficient quantity of the necessary original equipment manufacturer's parts, or authorized parts, on hand to engage itself in this Agreement. Also, the Contractor shall likewise certify that it is not financially (or otherwise) encumbered with any vendor or supplier in any manner that would now or at any time during the term of this Agreement limit the Contractor's ability to obtain parts, lubricants, service schedules and preventive maintenance bulletins relating to the equipment covered by this Agreement.

4.9.3 The Contractor shall maintain a current inventory of Contractor supplied spare parts at the jobsite. All non-operating parts will be considered the property of the Contractor.

4.9.4 The Contractor shall maintain a supply of contacts, coils, leads motor brushes, generator brushes, door rollers, lubricants, wiping cloths, and other minor parts in each machine room for the performance of routine preventive maintenance.

4.9.5 The Contractor shall maintain a supply of spare lending and replacement parts in their warehouse inventory. This inventory shall include, but is not limited to, door operator motors, brake magnets, motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes and/or cables, door hangers, door rollers, hoistway limit switches, traveling cable, lift gate chains, lift safety cans, lift gate interlocks, etc.

ELEVATOR MAINTENANCE SERVICES**4.10 MATERIALS AND WORKMANSHIP:**

- 4.10.1 All materials and equipment furnished shall be new and the best of their respective kinds. Installation shall be in a neat, accurate, workmanlike manner and be subject to the approval of the Elevator Consultant. All materials and equipment provided shall conform to the regulations of the bodies having jurisdiction. The Contractor shall furnish for approval all samples as directed and material shall be in accordance with approved samples.
- 4.10.2 The work shall be under the general direction of the Contractor but subject to the inspection of the County and/or County's Representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.
- 4.10.3 All materials and practices which are necessary, or which are normally provided or performed in order to accomplish the desired results shall be furnished by the Contractor at the Agreement price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

4.11 GUARANTEE OF WORK:

- 4.11.1 The Contractor shall guarantee that the materials and workmanship of the apparatus provided under this Agreement shall meet specified requirements in every respect. In addition, the Contractor shall repair or replace any defective materials or workmanship, including those due to ordinary wear and tear, but excluding those due to improper use. Neither the monthly payment nor any provision of the Agreement documents shall relieve the Contractor of the extent and period provided by law and upon written notice he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from.
- 4.11.2 The same guarantee shall be applicable in the event equipment is modified or new equipment is installed, and in no case shall the guarantee be less than the maximum period permitted by law or a period of two (2) years, whichever is greater.
- 4.11.3 The guarantee for all work performed under this Agreement shall start from the date of Agreement award. Service related guaranties will continue for a period of 90 days after termination of this Agreement.

4.12 CARTAGE & HOISTING:

- 4.12.1 All required hoisting and movement to, on and from the jobsite of new equipment, reused equipment, or removal of existing equipment shall be the responsibility of the Contractor.
- 4.12.2 All movement of materials shall be coordinated with the County and shall not disturb, interfere, or interrupt the normal operation of the facility and/or tenants. Upon coordination and written approval by the County, if necessary, materials may be moved during off-peak hours at the sole expense of the Contractor.

5 RECORDS/REPORTING:**5.1 DRAWINGS:**

- 5.1.2 Wiring diagrams shall not be available for review prior to bid. The bidders shall assume that it may be necessary to purchase wiring diagrams after award.

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- 5.1.3 Contractor shall maintain Owner's complete set of straight-line wiring diagrams showing "as-built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades. The County may reproduce these "as-built" drawings and retains sole possession and ownership of these drawings in event Agreement is terminated.

5.2 MAINTENANCE RECORDS:

- 5.2.1 Records maintained on site shall be the property of the County. In addition to industry standard records, the maintenance technician will be required to maintain records of the following.
- 5.2.1.1 The maintenance technician shall keep a record of all equipment that is not in service, including date, time, and other pertinent information.
- 5.2.1.2 The Contractor shall provide the County with a monthly log of all repairs and adjustments maintained under this Agreement. Logs shall be maintained, complete, on site.
- 5.2.1.3 In addition, the maintenance technician shall maintain any records, logs, or information as may be requested by the County.

5.3 INFORMATION AND LIBRARY REQUIREMENTS:

- 5.3.1 The Contractor shall have and maintain, for the duration of the Agreement term, a reference library of information containing (but not limited to) the applicable and current ASME A17.1 Safety Codes for Elevators and Escalators, current ASME A17.2 Inspector's Manual, local Elevator Codes, manufacturers equipment maintenance schedules, original manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), layouts, parts and assembly list, and other basic information needed to properly test, adjust and maintain the equipment covered by this Agreement. If technical documentation unique to the Owner's installation is not available from the County the Contractor shall notify the County and advise and assist the County in acquiring the information.
- 5.3.2 The Contractor will be required to provide sufficient instructions to designated employees of the County on operational procedures. Instructions should be comprehensive so that designated employees will be able to cope with other emergencies and simple problems which require prompt handling on the part of the County's staff.
- 5.3.3 General elevator/lift familiarization instruction shall be given to the Owner's maintenance personnel such as to allow them to evaluate reported failures prior to calling Agreement personnel. Instructions will be given at a time mutually agreeable to the County and the Contractor. Whenever needed, the County will furnish space for the handling of their instructions. The County reserves the right to have this procedure held every six (6) months (if deemed necessary) during the life of the Agreement.

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5.4 SCHEDULES AND WORK LOGS:

- 5.4.1 The Contractor shall post a preventive maintenance schedule and a work log in each machine room and in a conspicuous secure location on each lift. The log shall include all entries for routine maintenance and repairs, including supervisor's surveys. A separate log shall be kept for each testing procedure required by Code and/or this document. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed (including number of elevators/lifts serviced) and the approximate time required for the work. County may inspect and copy the logs and maintenance schedules at any time.

6 PERSONNEL:

6.1 CORPORATE AND LOCAL OFFICE EXPERIENCE:

- 6.1.1 The Contractor shall demonstrate a capability of maintaining the types of equipment installed in the various facilities. This capability shall include trained maintenance technicians, on-call technicians (for emergency service), supervisors, maintenance manuals and engineering support. Timely engineering support shall be available to the technician on demand.
- 6.1.2 The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator/lift service and repair persons directly employed and supervised by Contractor. Any and all employees performing work under this Agreement shall be satisfactory to the County and/or County's Representative. Mechanics shall carry certifications to work in their jurisdiction.

6.2 CONTRACTOR'S SUPERVISOR:

- 6.2.1 All preventive maintenance and repairs executed by routine service and repair personnel shall be under the direct supervision of a full time service supervisor employed by the Contractor.
- 6.2.2 The Contractor shall assign a competent supervisor for the project who is satisfactory to the County. The supervisor shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

6.3 MAINTENANCE TECHNICIAN:

- 6.3.1 The Contractor shall assign competent technicians who are specifically trained and experienced in the care and maintenance of equipment similar to the type of equipment installed in the assigned facilities and is knowledgeable in troubleshooting, diagnostics techniques, and repair of the equipment to be maintained at each site. The technicians shall have a minimum of 5 years' experience with this type of equipment and shall be thoroughly qualified in all respects to perform the maintenance and repairs, which may become necessary during the terms of this Agreement.
- 6.3.2 The Contractor shall have and maintain backup technicians who are equally qualified in all respects to assume the responsibilities of the maintenance of the elevators/lifts covered by this Agreement in the event of sickness or other causes of absence of the assigned technicians.
- 6.3.3 After award, the Contractor shall provide a list of all regular service technicians, backup technicians, technical support personnel, and service supervisors. The list shall include training and experience credentials of each. Each shall be specifically trained and experienced in the care and maintenance of equipment

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similar to the type of equipment in the assigned facility. Any changes which may occur in personnel during the term of this Agreement must be approved in writing by the County.

- 6.3.4 The Contractor shall have and maintain technical support personnel who are specifically trained and experienced in the adjusting and trouble shooting of equipment similar to the type covered by this Agreement. Personnel shall be available at all times to support or assist assigned technicians.
- 6.3.5 The technician's qualifications, manner, and professionalism shall be acceptable to the County. County retains the right to demand replacement of the technician upon request.
- 6.3.6 Under no conditions shall the assigned maintenance technician be reassigned, without previous written consent from the County.

6.4 UNIFORMS:

- 6.4.1 All service technicians assigned to routine maintenance, and repair work shall wear approved uniforms as provided by the Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat and clean condition.

6.5 EMPLOYEE IDENTIFICATION:

- 6.5.1 Each employee of the Contractor is to carry identification as prepared by the Contractor. Identification information will include the employee's full name, photograph (portrait), company name, address, telephone number, employee's identification number, and the signature and title of the employee's immediate supervisor.
- 6.5.2 Contractor's employees will be required to submit a picture identification card to the security personnel when checking out County keys.

7 PRICING, PAYMENT, AND ANNUAL ADJUSTMENTS:**7.1 PAYMENTS:**

- 7.1.1 County shall pay Contractor monthly during the term of this agreement for the faithful performance of the services herein required of the Contractor, on all the equipment described herein, and at the price described herein.
- 7.1.2 Payment shall be made upon submission of individual invoices for elevators, and other vertical transportation equipment, by group, on a calendar month basis for all work performed during the previous month. Invoices which include charges for County requested work, not covered by the specification and/or Agreement, are to be supported by records of "time and materials", with the approval signature of the County or his/her designated representative; and Purchase Order number, if applicable. All invoices shall be prepared in the format as required by County.

7.1.2.1 Attached to the invoices for elevator maintenance shall be a certified payroll indicating the means and number of hours each employee worked during the month and the type of work as follows:

7.1.2.1.1 Preventive Maintenance

7.1.2.1.2 Repair Work - chargeable and non-chargeable

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7.1.2.1.3 Emergency Call Back

7.1.2.1.4 Safety Tests

7.1.2.1.5 Monthly Inspection Reports

7.1.2.1.6 Preventive Maintenance Testing, and Repair Work Reports

7.1.2.2 Invoices shall be submitted to the County as designated by County.

7.2 PAYMENT WITHHELD:

- 7.2.1 If an elevator/lift is shut down for more than 48 continuous hours (except for authorized prescheduled or major equipment repairs), the maintenance billing for that elevator/lift shall be suspended until the unit is restored to service.
- 7.2.2 The County may withhold payment to such extent as may be necessary to protect the County from loss on account of:
- 7.2.2.1 Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of the Agreement. The County after ten (10) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and deduct the cost from the overall Agreement sum.
- 7.2.2.2 Should it prove necessary to hire another company to resolve equipment problems, the amount due to that company shall be deducted from the on-going maintenance Agreement. Should the Contractor experience more than two (2) such incidences per calendar year, this shall be grounds for cancellation of the Agreement. Any cost incurred by the County for pre-maintenance repairs necessitated by the Contractor's lack of performance shall be back-charged to the Contractor and paid within sixty (60) days.
- 7.2.2.3 Claims filed or reasonable evidence indicating probable filing of claims.
- 7.2.2.4 Failure of Contractor to make payments properly to subcontractors for material and labor.
- 7.2.2.5 A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- 7.2.2.6 Damage to the facility or another contractor.
- 7.2.2.7 Interruption of Work. If, as a result of fire, earthquake, acts of God, war, strikes, picketing, boycott, lock-outs, or other causes or conditions beyond the control of County, or if County shall consider it inadvisable for Contractor to proceed with the services, then Contractor shall, upon receipt of written notice from County, immediately discontinue any further services until such time as County may deem it advisable to resume the services. Contractor will resume the services promptly upon receiving written notice from County to do so, and Contractor shall not be entitled to any damages or compensation during the period of or on account of cessation of the services as a result of any of the causes mentioned above. This Paragraph shall not be construed as conferring upon Contractor the right to strike, picket, boycott or conduct lockouts in connection with the services.

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7.3 CLAIMS FOR EXTRA COST:

- 7.3.1 Any claims for extra cost due to additions or changes shall be submitted to the County in writing within a reasonable time after such changes are approved and in any event before proceeding with the work. No such claim shall be valid unless so made. Maximum charge for additions and/or changes shall be at the quoted hourly rates for labor and cost plus 15% for material. Owner or County will not pay fuel surcharges.

8 LIABILITY:

8.1 CONTRACTOR RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT AND SUPPLIES:

- 8.1.1 If due to the fault or neglect of the Contractor, his or her agents, or employees any of the Owner's property, equipment, stock or supplies are lost or damaged, Contractor shall be responsible for such loss or damage. The County may either require the Contractor to replace all property or to reimburse the County for the full value of the lost or damaged property.
- 8.1.2 The Contractor is responsible to maintain all assigned spaces (s) in a clean and orderly fashion, during the course of this Agreement. Furniture as may be assigned to the space(s) shall remain in place and not be removed from areas.
- 8.1.3 The Contractor shall be responsible for all telephone equipment and service required for conducting his or her business at the sites. All telephones are for conducting official business only.
- 8.1.4 The Contractor is responsible to exercise control over all supplies, materials, and equipment of a personal or company nature.

8.2 ACCIDENT REPORTS:

- 8.2.1 In the event of accidents of any kind, the Contractor shall immediately inform the County and/or County's Representative and furnish the County and/or County's Representative with copies of all accident reports within a 24-hour period. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

8.3 UNEMPLOYMENT INSURANCE, TAXES, AND PENSIONS:

- 8.3.1 All bids for work to be done and materials and equipment to be furnished on the job are to include all local, state and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old-age pensions and unemployment insurance contributions, and any other similar taxes and contributions in effect at the time of the signing of the Agreement. The Elevator Contractor shall be liable for the aforementioned taxes whether or not specifically included in its bid or in the final Agreement document. In the event additional sales or use taxes are imposed after the signing of the Agreement, these are to be paid, in addition to the original Agreement amount, by the County and/or County's Representative to the Elevator Contractor, who in turn is to pay them to the proper authorities. Reciprocally, if any of the above mentioned taxes or contributions in effect at the time of the signing of the Agreement should be revoked before the consummation of the Agreement, the Elevator Contractor shall rebate to the County and/or County's Representative the amount of the taxes included in the original Agreement. Where required by the law, the amount of the tax is to be specifically stated in the

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Elevator Contractor's proposal, but failing to do so will not relieve the Elevator Contractor from responsibility for the assumption of these taxes.

9 GENERAL EXCEPTIONS AND EXCLUSIONS:**9.1 Contractor shall not:**

- 9.1.1 Be required to make any renewals, replacements, or repairs necessitated by vandalism, negligence, abuse, misuse or obsolescence of the equipment or by any other cause beyond the Contractor's control except ordinary wear and tear.
- 9.1.2 Be responsible for trouble incurred or damage to the elevator/lift equipment as a result of power failure or reduced voltage from the Primary Power Source as verified by the utility company.
- 9.1.3 Assume responsibility for any item of vertical transportation equipment not included in the Agreement or items in the Agreement which are specifically excluded.
- 9.1.4 Make any alterations to the elevator/lift equipment, including control circuits, without prior written approval from the County. The County reserves the right to have all requested revisions reviewed and/or approved by the original equipment manufacturer prior to their completion or execution.

END OF DOCUMENT

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APPENDIX B – EQUIPMENT

ELEVATORS									
UNIT NUMBER	BUILDING	ADDRESS	EQUIPMENT DESCRIPTION	CAPACITY (LBS)	SPEED (F.P.M.)	OPENING/ STOPS	SERVICE PERIOD	SERVICE FREQUENCY	MONTHLY MAINTENANCE FEE
1 State #138715	New Government Center	1055 Monterey	KONE Gearless MonoSpace	3,500	350	6/6	Operating Hours	Semi-monthly	\$
2 State #138716	New Government Center	1055 Monterey	KONE Gearless MonoSpace	3,500	350	4/4	Operating Hours	Semi-monthly	\$
3 State #138227	New Government Center	1055 Monterey	KONE Gearless MonoSpace	4,500	350	6/6	Operating Hours	Semi-monthly	\$
4 State #138726	New Government Center	1055 Monterey	MEC Dual Jack Roped Hydro	2,500	125	2/2	Operating Hours	Monthly	\$
5 State #40255	Courthouse Annex-Front	1035 Palm	Otis Geared Basement	2,500	200	3/3	Operating Hours	Semi-monthly	\$
6 State #70994	Courts	1055 Monterey	Montgomery In-ground Hydro	3,500	125	3/3	Operating Hours	Monthly	\$
7 State #90068	Courthouse Annex-DA	1035 Palm	Otis Geared Basement	2,500	200	2/2	Operating Hours	Semi-monthly	\$
8 State #21614	Old Courthouse	976 Osos	Otis/Virginia Basement Geared	2,000	200	4/4	Operating Hours	Semi-monthly	\$
9 State #90068	City/County Library	995 Palm	Delta/ERM In-Ground Hydro	2,500	125	3/3	Operating Hours	Monthly	\$
10 State #13780	Health Campus	2180 Johnson	Otis/MCE Geared	2,500	100	3/3	Operating Hours	Semi-monthly	\$
11 State #33705	Health Campus	2180 Johnson	Otis/MCE Geared	2,500	125	3/3	Operating Hours	Semi-monthly	\$
12 State #100186	Social Services	3433 S. Higuera	Otis In-ground Hydro	4,000	125	3/3	Operating Hours	Monthly	\$
13 State #146760	New Atascadero Library	6555 Capistrano	Western Pacific Dual Jack Holeless Hydro	2,500	87	2/2	Operating Hours	Monthly	\$
TOTAL FOR ELEVATOR NOS. 1-13									\$

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APPENDIX B – EQUIPMENT

WHEELCHAIR LIFTS									
UNIT NUMBER	BUILDING	ADDRESS	EQUIPMENT DESCRIPTION	CAPACITY (LBS)	SPEED (F.P.M.)	OPENING/ STOPS	SERVICE PERIOD	SERVICE FREQUENCY	MONTHLY MAINTENANCE FEE
State #131304	Veteran's Hall	801 Grand Avenue	Porch-Lift			2/2	Operating Hours	Bi-Monthly	\$
State #157367	Kimball Building	1144 Monterey St.	Porch-Lift			2/2	Operating Hours	Bi-Monthly	\$
State #150217	New Atascadero Library	6555 Capistrano	National Wheel-O-Vator			2/2	Operating Hours	Bi-Monthly	\$
TOTAL FOR THREE LIFTS									\$

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APPENDIX C – TECHNICIAN

PERSONNEL TO BE ASSIGNED	NAME	YEARS OF EXPERIENCE	YEARS OF EXPERIENCE IN THIS CAPACITY	YEARS OF EXPERIENCE MAINTAINING SIMILAR EQUIPMENT
Primary technician				
Callback technicians (attach additional sheets if necessary)				
Maintenance Supervisor				

ITEM	YES	NO	IF NO, ADDITIONAL COST TO PROVIDE
Can you provide parts ordering manuals, adjusting manuals, lubrication instructions, and maintenance procedure manuals for the type of equipment included in this Agreement?			\$
Do you have diagnostic tools for the specified equipment?			\$

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APPENDIX D – SPECIFIC ELEVATOR PERFORMANCE CRITERIA

ELEVATOR NUMBER	FLOOR-TO-FLOOR TIMES (SECONDS)	DOOR OPENING TIME (SECONDS)	DOOR CLOSING TIME	FLOOR ACCURACY
1	9.3	1.7	Per Code	+/- 1/8"
2	9.3	1.7	Per Code	+/- 1/8"
3	12.0	2.7	Per Code	+/- 1/8"
4	29.3	3.1	Per Code	+/- 1/4"
5	10.0	1.6	Per Code	+/- 1/2"
6	13.0	2.1	Per Code	+/- 3/8"
7	13.6	1.6	Per Code	+/- 1/2"
8	9.4	2.1	Per Code	+/- 1/4 "
9	15.5	3.1	Per Code	+/- 3/8"
10	9.4	2.3	Per Code	+/- 1/4"
11	9.0	2.5	Per Code	+/- 1/4"
12		2.4	Per Code	+/- 3/8"
13	19.3	3.1	Per Code	+/- 1/4"

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APPENDIX E – HOURLY LABOR RATES

REGULAR RATES*	ADJUSTER	MECHANIC	HELPER	PROBATIONARY HELPER
Regular	\$	\$	\$	\$
Time and 7/10	\$	\$	\$	\$
Double time	\$	\$	\$	\$

*Regular rates apply for work performed falling outside the scope of the Agreement.

OVERTIME RATES* (Premium Only)	ADJUSTER	MECHANIC	HELPER
Time and 7/10	\$	\$	\$
Double time	\$	\$	\$

*Overtime premium rates apply for covered work performed outside of normal working hours.

Contractor shall provide sixty (60) days advance notification to County of pending price adjustment for both labor and material. Initial Agreement base rates are as follows:

		Date
MECHANIC LABOR RATE INCLUDING FRINGE BENEFITS APPLICABLE:	\$	
U. S. METAL PRODUCTS INDEX:	\$	

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APPENDIX F – SAMPLE RECORD KEEPING/REPORTING FORM

Examples of the following record keeping/reporting form shall be submitted with this RFP:

- | | | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------|------------|
| 1. | Copy of Preventive Maintenance Plan (check chart) customized for this project. | Included: | Yes [] | No [] |
| 2. | Master Maintenance Control Program to include, but not be limited to, non-routine events such as safety tests, hoistway cleaning, etc. Comply with A17.1, 8.6.1.2.1. | Included: | Yes [] | No [] |
| 3. | A17.1, Rule 8.6.10.1 Fireman's Service Maintenance/Test log/recording record. | Included: | Yes [] | No [] |
| 4. | Earthquake protection system test log per A17.1, 8.4.10.1.4. | Included: | Yes [] | No [] |
| 5. | A17.1, Rule 8.11.2.2.6 (Fireman's Service) and 8.11.2.2.7 (Emergency Power) test logs. | Included: | Yes [] | No [] |
| 6. | Monthly operational exam report form. | Included: | Yes [] | No [] |
| 7. | Service ticket example. | Included: | Yes [] | No [] |
| 8. | Callback and repair log example. | Included: | Yes [] | No [] |
| 9. | Site specific listing/proposal for any properties requiring pre-maintenance repairs. | Included: | Yes [] | No [] |

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APPENDIX G

**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____, an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in _____; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide for vertical transportation preventive maintenance services to the County as more fully described in Appendix A to this Contract. Said services shall be to the equipment specified in Appendix B, and according to the technical information specified in Appendices A through F. Contractor agrees to maintain the minimum performance requirements for the elevators defined in Appendix D.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of not to exceed \$_____, within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County Department for whom contractor is directly working.

3. **Billing.** Contractor shall submit to the County, on a _____ basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed, as further described in Section 2.4.1.1 of Appendix A (Scope of Services).

4. **Term of Contract.** This Contract shall commence on _____, and shall terminate on _____, unless terminated earlier as provided herein. This term may be extended for three (3) additional one year terms each, under the same terms and conditions, upon mutual agreement by the parties. Each extension shall require advance written notice by the other party no later than fifteen (15) days prior to expiration of the term and shall be effective upon written approval by the General Services Agency Director and Contractor..

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this Contract at any time by giving to the other party ___ days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination. Termination of the Contract may be

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effectuated by the Department Head without the need for action, approval or ratification of the General Services Agency.

6. Termination of Contract for Cause. If Contractor fails to perform Contractor's duties or obligations under this Contract to the satisfaction of the County or violates any of the terms or provisions of this Contract or if Contractor, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

7. Termination for Non-Appropriation. County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

8. Nondiscrimination. Contractor certifies and agrees that Contractor will abide by all federal and state labor and employment laws and regulations prohibiting unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, disability, marital status, age, ancestry, or national origin, or any other category protected by law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by County of such violation.

9. Entire Agreement and Modification. This Contract and the attached Appendices A through F, which are incorporated herein by reference, represent the whole agreement between the parties hereto. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

10. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest

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therein without the prior written consent of County and any such assignment, transfer, delegation or sublease without the County's prior written consent shall be considered null and void.

11. **Venue and Choice of Law.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

12. **Enforceability.** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any county retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a County employee.

14. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

15. **Indemnification.** Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

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1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

16. Insurance Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County if San Luis Obispo, California, individually or collectively.

A. Minimum Scope and Limits of required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **Commercial General Liability Insurance Policy ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

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\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **Business Automobile Liability Policy ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **Workers' Compensation and Employers' Liability Insurance Policy ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

B. Deductibles and Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);

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- c. If the insurance policy covers an “accident” basis, it must be changed to “occurrence” (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

D. Absence of Insurance Coverage

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor’s delay and expense. At the County’s discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

E. Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor’s insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of “A-FSCVII” or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: General Services Agency, 1087 Santa Rosa St, San Luis Obispo CA 93408.

17. Records. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request. The Contractor shall allow the County to inspect and audit any and all books, and records maintained by Contractor and subcontractors pertaining to the services under this Contract at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of

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this Contract, and for a period of three years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

18. Accounting. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

19. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. Pursuant to State of California Government Code, Section 8546.7, every County contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. Contractor shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. Contractor shall maintain and preserve, until three years after termination of this Contract, and permit the County, the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the Contractor related to this Contract. Contractor and County shall ensure the confidentiality of any records that are required by law to be so maintained.

20. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

and to the Contractor:

21. Copyright/Patent. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County. Contractor shall defend, indemnify, and hold harmless the County from liability of any nature of kind on account of any patented or unpatented invention, process, article or applicable manufactured or used in the performance of the Contract, including its use by the County, including all costs and expenses for defending any suits.

22. Time is of the Essence. Time shall be of the essence in the performance of the terms of this Contract. Contractor agrees to punctually, diligently, and fully perform all of the services within the mutually agreed upon time scheduled by County, which shall be subject to change by County as it deems, in its sole discretion, necessary or convenient to the overall operation and maintenance of each facility.

23. Equipment and Supplies. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

24. Changes and Extra Work. Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Director of the General Services Agency. Claims for payment for approved extra work must be submitted by the Contractor within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Director of the General Services Agency.

25. Conflict of Interest. Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. If Contractor becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

26. Tax Information Reporting. Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

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27. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

28. **Severability.** If any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

29. **Performance Bond.** At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first herein above set forth.

CONTRACTOR

By: _____

Title: _____

COUNTY OF SAN LUIS OBISPO

By: _____

Title: _____