

ORIGINAL

## CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this 28th day of February, 2011, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and DREAM RIDE ELEVATOR, a California corporation, whose address is 4787 EAST SECOND STREET, BENICIA, CALIFORNIA, 94510 hereinafter called the Contractor, in reference to the following:

### RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. City and Contractor desire to enter into an agreement for **FULL SERVICE ELEVATOR MAINTENANCE AND REPAIR CITY-WIDE**, in accordance with Specifications, Special Provisions and Plans, adopted therefor, No. P.W. 10-10-28, filed in the office of the City Clerk on January 13, 2011.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM:

The term of this Agreement shall commence on the 28th day of February, 2011, and shall terminate on the 30th day of June, 2011, unless terminated earlier as set forth herein.

This contract may be mutually amended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract, except as provided herein.

The unit prices for any contract amendment(s) to this agreement shall be adjusted by the Construction Cost Index for the San Francisco Bay Area reported in the Engineering News Record for the trades associated with the work from the date of the original bid opening to the estimated date of the proposed amendment(s).

#### 2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

Contractor shall perform each requested task set forth in the Bidder's Proposal detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The Contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to perform all task included therein.

**3. COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from funds 0706, 818003 and 02241.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month.

Total compensation under this contract for a full year (July 1 to June 30) shall not exceed \$17,000. It is noted that the first year of this contract will be for four months only at the not to exceed price of \$5,666 with a contingency of \$2,000. Future extensions, if granted, will be for a 12-month period, unless terminated earlier in accordance with Section 19.

**4 TIME IS OF THE ESSENCE:**

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

**6. INDEPENDENT PARTIES:**

City and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, and employees ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, the Navy and Federal (Economic Development Administration [EDA]) officers, agencies and employees as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
----------------	--

Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate
------------------	--

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$1,000,000 each occurrence

B. **SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. **BONDS:** (Waived)

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. **Faithful Performance:**

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. **Labor and Materials:**

A bond for labor and materials in the amount of 100% of the total contract price.

12. **PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

**15. REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

**16. RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

**17. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

Public Works Department  
Gail Carlson  
950 W. Mall Square, Room 110  
Alameda CA 94501  
510-749-5840/510-749-5867

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Dream Ride Elevator  
Ivan Werblow, Vice President  
4780 East Second Street  
Benicia, CA 94510  
(707) 333-0882 cell, (707) 745-1380 office, (707) 745-1310 fax  
[ivan@dreamrideelevator.com](mailto:ivan@dreamrideelevator.com)

**18. SAFETY REQUIREMENT:**

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The City reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Agreement.

Contractor shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations. Any hazardous condition noted by Contractor, which is not a result of his or her operations, shall immediately be reported to the City.

**19. TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**20. COMPLIANCES:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

24. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

25. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

DREAM RIDE ELEVATOR  
A Corporation Cpr[pratopm



Ivan Werblow  
Vice-President

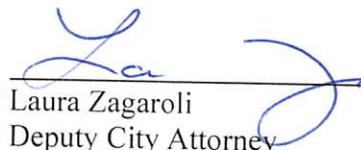
CITY OF ALAMEDA  
A Municipal Corporation

  
Matthew T. Naclerio  
Public Works Director

RECOMMENDED FOR APPROVAL

  
Jesse Barajas  
Public Works Superintendent

APPROVED AS TO FORM:  
City Attorney

  
Laura Zagaroli  
Deputy City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**Sample**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

**COMMERCIAL AUTO**

CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

**Sample**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

#### SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: \_\_\_\_\_

**The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.**

#### NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

### SECTION III. SCOPE OF WORK

A. WORK TO BE DONE. The Contractor shall conduct regular full service maintenance and repairs of the elevators at the following location with the following frequencies:

TASK	UNIT	BUILDING	FREQUENCY
Elevator Servicing	Each	City Hall	12
Elevator Servicing	Each	Alameda Police Station	12
Elevator Servicing	Each	Main Library	12
Elevator Servicing	Each	Veterans Memorial Building	12
Elevator Servicing	Each	Civic Center Garage	12
Elevator Servicing	Each	City Hall West	12
Overtime Call-Out, Monday Through Saturday	Hour	Any of the Above Buildings	10
Overtime Call-Out, Sunday and Holidays	Hour	Any of the Above Buildings	5
Percentage Mark Up for Parts Purchased	Percentage	Any of the Above Buildings	

**“Elevator Servicing”** Full servicing shall mean regular full service maintenance and repairs of an elevator including: inspections; adjustments and maintenance of the elevators, including repair and replacement of components and equipment, with the exception of the replacement of major motor control unit components and equipment, which shall require City pre-approval to replace and will be paid for separately; maintenance of schedules and records; stocking of materials; and housekeeping, as defined below, etc. to ensure the elevator is functioning in good working order and meets all industry standards and manufacturer’s specifications. Each “Elevator Servicing” shall include the following:

This shall include, but not be limited to, the following:

The Contractor shall conduct the following regular servicing by location and frequency.

1. Basic Performance Requirements: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement:
  - a. Operating Characteristics:
    - i. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
    - ii. Full speed riding shall be without swaying or vibration.
    - iii. Elevator and door operation shall be quiet.
    - iv. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
    - v. Door pressure shall be maintained below 30 pounds in closing.

- b. Group Supervisory Systems:
  - i. Group control systems shall operate at design criteria for the lifetime of the Agreement.
  - ii. Individual Elevator Performance: Performance requirements shall be as follows:
    - 1. Maintain accuracy leveling of +/- 3/8" for Traction Elevators and 1/2" for hydraulic elevators under all loading conditions.
    - 2. Brake-To-Brake Times for Traction Elevators based on 13'-6" floor heights or less:
      - a. 7.5 - 8.0 seconds maximum for geared equipment.
      - b. 5.5- 6.0 seconds maximum for gearless equipment.
    - 3. Floor-to-Floor Times for Hydraulic Elevators based on 13'-6" floor heights or less:
      - a. 12.5 seconds maximum.
    - 4. Door Open Times shall be no more than:

a. 3'-0" Single Slide	2.2 – 2.5 Second
b. 3'- 6" Center Opening	2.0 – 2.2 Seconds
c. 3'-6" Single Slide	2.8 – 3.0 Seconds
d. 3'-6' Two speed Side Open	2.2 – 2.4 Seconds
e. 4'-0 Center Opening	2.4 – 2.6 Seconds
f. 4'- 0 Two Speed Side Open	2.4 - 2.6 Seconds
    - 5. Door Standing Times
      - a. Car Call: 3.0 Second
      - b. Hall Call: 5.0 Seconds
    - 6. Door Close Times: Minimum without exceeding kinetic energy and closing force allowed in code.

1. Additional Performance Requirements - General: The Contractor shall maintain the original Agreement speed in feet per minute and the performances for elevators as indicated under 'Basic Performance Requirements and as follows:
  - a. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the contractor shall restore the performance of the elevator to its optimum potential as agreed upon by the contractor and the Public Works Director or designee.
  - b. If, in the contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, the contractor shall so state in writing as a public record for the Public Works Director or designee.
  - c. If there are no exceptions taken, performance shall be provided as specified hereinafter.
2. Elevator Motor Control: The Contractor shall inspect, adjust, maintain, repair, and replace the following, with the exception of the replacement of major motor control unit components and equipment, which shall require City pre-approval to replace and will be paid for separately (excludes proprietary and obsolete equipment):
  - a. Machine, drive sheaves shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts, gears, worms, and thrusts.
  - b. Motor and motor generator, motor and generator windings, rotating elements, commutator, brushes, brush holders and bearings.
  - c. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, computer monitors, keyboards, CRT's and lobby display panels, steel selectors tape or cable and mechanical and electrical driving equipment.
  - d. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
  - e. Deflector, car and counterweight guide rails and brackets, hoistway top and bottom limit switches, governor tension sheave assembly and compensating sheave assembly.
  - f. Guide rails and their support brackets unless their failure is related to seismic activity or building settling.
  - g. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operator, car door hanger, car door contact, door protective devices.
  - h. For freight elevators with vertical lifting or collapsible car gates and bi-parting, vertical lifting doors and gates in balance for easy operation, and renew or replace retiring cams, replace worn astragals, door guides and pull straps.
  - i. Loading-weighing equipment, car frame, safety mechanisms, platform, platform subflooring, elevator car and counterweight roller and/or slide guides, gibs or rollers, ventilation fans, emergency lighting systems, signal and operating fixtures, including lights, buzzers and gongs in all signal and operating fixtures.

- j. Renew all wire ropes as often as necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring.
- k. Shorten and reshackle hoist cable if stretching of ropes makes this necessary.
- l. Contractor shall check the condition and operation of all door protection devices on each car at every visit. If the existing units are inoperative, they shall be repaired within one business day. If, in the contractor's opinion, the door protection devices are not maintainable, they shall be replaced at no cost to the City.
- m. Seismic triggers and /or derailment devices; collision switches.
- n. Fire related elevator controls.
- o. Make corrections and respond to discrepancies identified by the local elevator enforcing authority.

4. Special Tests:

- a. All elevators equipped provided with fire service shall have their Phase 1 recall system (and Phase II operations, if applicable) tested by contractor in accordance with applicable code requirements. Where monthly tests are required, contractor shall provide such test and the results shall be recorded with date and technician's initials in a log available for State and County inspection. Tests will be performed after normal business hours or weekends or as determined by the Public Works Director or designee.
- b. Elevator with derailment devices, seismic switches or other special circuitries shall be checked at least once per year to make certain that these devices are operating correctly and as designed. City's representative and the contractor shall arrange for mutual acceptable dates to perform the tests. Emergency power operation will be tested by City and, if elevator system fails, contractor shall make corrections and retest.
- c. The contractor shall periodically examine the car safety devices and governors and conduct an annual no load test and shall, during the term of this agreement, or more often, if required by applicable law, ordinance or regulation, but no less than every five years, perform one full load, full speed test of the safety mechanism, over speed governors, car and counter weight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These tests shall be furnished indicating the results of such test. All tests shall conform to the requirements of ASME A 17.1 and /or local code testing requirements.
- d. Hydraulic elevators shall have a load test performed during the term of this agreement or more often if required by applicable law, ordinance or regulation but no less than every five years. It shall comply with the State of California's Elevator Safety Order No 3017 (J). The report shall conform to the requirements of the State with the test witnessed by the City's designated representative, to be determined by the Public Works Superintendent.
- e. Contractor shall create a form for each car describing testing and deliver a signed copy to the City's representative after each test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

5. Housekeeping:

- a. During the first three months that this agreement is in effect, the contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted.
- b. Contractor shall provide for continual cleaning on an on going basis and at the following minimum intervals:
  - i. Quarterly: Car tops, pits, and machine rooms
  - ii. Semi-Annually: Hoistways and door equipment
- c. If conditions warrant, more frequent cleaning may be required by the Public Works Director or designee.

- d. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils shall be inspected and treated with proper insulating compound as conditions warrant. The contractor shall keep the elevator machinery rooms clean at all times.
- e. All debris, including but not limited to: wiping rags, empty oil cans, trash from pits, etc. resulting from this work, shall be immediately removed by the contractor. Nothing shall be left at the end of a full service visit.

6. Stocking of Materials:

- a. The contractor shall keep within fifty miles of the elevator in a warehouse or reasonably obtainable within 24 hours an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement and repair, together with an adequate supply of lubricants and wiping rags.
- b. In addition, the contractor shall keep in a warehouse within fifty miles of the elevator locations or reasonably obtainable within 24 hours.
  - i. One set of motor of each type used.
  - ii. One door operator motor of each type used.
  - iii. Hanger sheaves for car and hoistway doors.
  - iv. Two complete door interlocks.
  - v. One set of generator bearings for each type of generator.
  - vi. One set of brake linings for each type of brake.
  - vii. Parts for door protective devices.
  - viii. Power supplies.
  - ix. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of shutdown of any elevator.
  - x. SCR drive components.
  - xi. One spare control board of each type installed.
  - xii. Cylinder head packing and pump motor belts.

7. Wiring Diagrams:

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

8. Schedules and Records:

- a. Contractor shall provide a work schedule for each machine room. A copy of each schedule shall be provided to the Public Works Superintendent or designee.
- b. Public Works Superintendent or designee will be notified the business day before a service visit; preferably via email.

- c. Public Works Superintendent or designee will be notified one hour prior to a service visit by cell phone (number to be provided).
- d. These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the contractor for the duration of the agreement. However, in no case shall the schedule be less than the minimum requirement on on-site routine servicing man-hours.
- e. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the contractor.
- f. Schedules posted shall be of the chart type, which shall be initialed by the serviceman when each scheduled inspection is performed.
- g. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes but is not limited to routine maintenance trouble calls, repairs and supervisor's visits. These logs will remain the property of the City of Alameda.
- h. For all hydraulic elevators, contractor shall maintain an accurate and complete log of all additions of hydraulic fluid to the system. This log shall include an explanation for each fluid addition. The City of Alameda is to be notified whenever there is an unaccounted fluid loss from the hydraulic system.
- i. At the City's request, contractor shall deliver a copy of the callback and repair log for any elevator covered by this agreement.
- j. All forms required for the above schedules, monthly work sheets, call back records and the City must approve performance reports.
- k. Contractor shall notify the Public Works Superintendent or designee.
- l. Contractor must notify the Public Works Superintendent or designee 45 days prior to the elevator permit expiration so the Public Works Superintendent or designee can renew with the State.

#### 9. Personnel:

- a. Contractor agrees that trained maintenance and repair personnel, directly employed and supervised by the contractor, shall perform all services. A mechanic, who is, at a minimum, at the journeyman level, shall perform all work. Helpers may not work alone but may assist the mechanic as needed. In the event that the City becomes dissatisfied with the performance of any person assigned to perform services under this agreement contractor agrees upon request from the City's representative to promptly assign other qualified personnel to perform these services.

- b. Contractor's service personnel shall wear uniforms which bear contractor's name or other appropriate symbol which identifies them as employees of the contractor and such uniforms shall be clean and in good condition. Contractor's personnel shall have available, photo identification that confirms their current employment with the contractor.
- c. The Contractor shall furnish all labor, tools, equipment, and materials, except as herein specified.

10. Response Time:

- a. The Contractor shall provide the City with emergency telephone numbers which will be answered by an actual person 24 hours a day, seven days a week, no exclusions. The person answering the phone shall have the authority and be authorized to dispatch the necessary labor, vehicles, tools, equipment, etc. to adequately respond to the emergency and arrive at the elevator location within two hours of receiving the call from the City. Failure of the contractor to arrive at the elevator location within two hours of receiving the call shall result in the City assessing a fee on the contractor of \$50 for up to the first 15 minutes or being late and an additional \$50 for each additional 1-15 minute increment the contractor is late.
- b. The Contractor shall furnish all labor, vehicles, materials, machinery, parts, components, tools, and equipment to perform the work.
- c. The following preliminary estimate of the quantities of work to be done and materials to be furnished is approximate only. T, and the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Engineer.
- d. If the Public Works Director or his designee deems a situation an emergency, there will be a required response time to begin work of two hours from the time of the telephone call.

C. ALTERATIONS. The City of Alameda reserves the right to increase or decrease the quantity of any item or portion of work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer; also to make such alterations or deviations, increases or decreases, additions or omissions in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

D. EXTRA WORK. New and unforeseen work will be classified as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as agreed upon in writing pursuant to an extra work order signed by both parties, or he/she shall be paid on force account.

Exhibit A

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	12 Each	Elevator Servicing - City Hall Elevator 2263 Santa Clara Avenue  @_____	<u>\$132.50</u> Each	<u>\$1,590</u>
2.	12 Each	Elevator Servicing - Alameda Police Department 1515 Oak Street  @_____	<u>\$132.50</u> Each	<u>\$1,590</u>
3.	12 Each	Elevator Servicing - Main Library 1510 Oak Street  @_____	<u>\$132.50</u> Each	<u>\$1,590</u>
4.	12 Each	Elevator Servicing - Veterans Memorial Building 2203 Central Avenue  @_____	<u>\$155.00</u> Each	<u>\$1,860</u>

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
5.	12 Each	Elevator Servicing - Civic Center Garage 1416 Oak Street		
		@ _____		
		_____ Each	\$132.50	\$1,590
6.	12 Each	Elevator Servicing - City Hall West 950 W. Mall Square		
		@ _____		
		_____ Each	\$132.50	\$1,590
7.	10 Hours	Overtime Call-Out Monday through Saturday		
		@ _____		
		_____ Per Hour	\$217	\$2,170
8.	5 Hours	Overtime Call-Out Sunday and Holidays		
		@ _____		
		_____ Per Hour	\$340	\$1,700

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
-------------	-------------------------	--	---------------	----------------

9. Percentage Mark Up For Parts Purchased

@ Percent Per Part 20%

TOTAL BID \$13,680