



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 23, 2020

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

REQUEST FOR PROPOSALS - ADDENDUM 1 MAINTENANCE AND ROUTINE SERVICE OF PUBLIC WORKS HEADQUARTERS COMPLEX ELEVATORS (BRC0000117)

Please note that the deadline for Proposal submission is Monday, February 3, 2020, at 5:30 p.m.

Please take note of the following:

- An updated Form PW-2.1, Schedule of Prices has been attached as Enclosure 1. Please use Form PW-2.1 when submitting your proposal. (Proposals submitted with PW-2 will be rejected as nonresponsive.)
- For your convenience, an updated Exhibit A.1, Scope of Work, containing all modifications by this addendum, has been attached as Enclosure 2, without any added boldface and ~~strikethrough~~. Please use Exhibit A.1, Scope of Work to prepare your proposal.

All addenda and informational updates will be posted at <https://pw.lacounty.gov/brcd/servicecontracts/>. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Request for Proposals (RFP). (Note that the changes that have been added are in **boldface** and deleted languages are ~~strikethrough~~.) Section A is the Addendum and Section B is the Questions and Answers

A. ADDENDUM

1. The following paragraph has been revised in the Notice of Request for Proposal:

PLEASE TAKE NOTICE that Public Works requests proposals for the Maintenance and Routine Service of Public Works Headquarters Complex Elevators (BRC0000117) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year

term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be ~~\$300,000~~150,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Jessica Dunn at (626) 458-4169 or jdunn@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

2. Any reference to Form PW-2, Schedule of Prices, in the RFP has been deleted in its entirety and replaced with revised **Form PW-2.1, Schedule of Prices** (Enclosure 1)
3. Exhibit A, Scope of Work, Section I, Permits, has been modified as shown below:

I. Permits

The Contract Manager will scan and e-mail invoices from the State of California to Contractor. The on-site elevator technician will also be provided a copy. The Contractor shall be responsible for arranging and paying for all inspections and obtaining operating permits from the State of California at no cost to the County nor late charges or fees occurred at fault of Contractor. This includes annual conveyance permit fees per elevator cab.

4. Exhibit A, Scope of Work, Section K, Maintenance and Routine Service of Public Works Headquarter Complex Elevators, has been modified as shown below:

K. Maintenance and Routine Service of Public Works Headquarter Complex Elevators

Note: At minimum, the elevators **inspection and** maintenance shall consist of providing 2 hours per day, **to be performed** Monday through Friday, for a minimum total of 10 hours per week. Each elevator shall be inspected on a weekly basis.

Contractor shall comply with all manufacturers' recommended maintenance procedures and schedules throughout the entire term of the Contract and shall perform the following tasks:

1. Contractor shall provide complete maintenance on entire elevator equipment of all ten Public Works elevators, during the life of this contract.
2. Examination: Include as recommended by manufacturers requirements systematic examination, adjustment, and lubrication of elevator equipment whenever required and replacement of defective parts with parts of same manufacturer as required for proper operation. **Preventative maintenance service** Examinations shall be performed monthly expending a minimum of 1.5 hours per unit per visit performing preventative maintenance service.
3. Elevator Shutdowns: Should any elevator become inoperative, the Contractor will repair within 24 hours of notification of such failure. Breakdown of major components shall be completed, and service restored within 72 hours, absent extenuating circumstances, unless otherwise directed or approved by the Contract Manager, at his or her sole discretion, or may direct the Contractor to postpone the repair to another time designated by the Contract Manager at no additional cost to the County. At any given time no more than one elevator either at the Public Works Headquarters or Annex building shall be out-of-service.

After a shutdown, all elevators must be inspected, and the sensors reset. A timely service to elevators (within 2 hours) after an earthquake, shall be provided after hours. No cost shall be incurred to the County, when an earthquake falls on a regular business day (Monday - Friday) at which time the service shall be within that same service day.
4. After-Hour Repairs: If the Contract Manager requests the service to be performed **after 6:00 pm (Monday through Friday), or** during Saturdays or Sundays, the Contractor will be compensated at the rate quoted in submitted Form PW-2, Schedule of Prices, Item No. 2, for After-Hour Repairs, per hour, for County preapproved hours required to perform such work.
5. Tests: Contractor shall test all safety devices and emergency operations at 6-month intervals and submit written report on each test. Contractor shall make tests at times, which do not interfere with building operation.

Emergency testing services shall include all fire testing, seismic and earthquake testing, emergency evacuation drills and annual building evacuations.

6. The Contractor is not responsible for repairs to car enclosures, door panels, frames, sills, or platform flooring resulting from normal usage or misuse, accidents, and negligence. At the request of the Contract Manager, the Contractor shall provide estimates to repair said parts and work upon approval of the Contract Manager.
 7. In addition, Contractor is not responsible to inspect or repair any underground hydraulic feed line or underground hydraulic jack cylinder unless they are damaged by the Contractor's negligence as determined by Public Works sole discretion.
5. Exhibit A, Scope of Work, Section L, Hours and Days of Service, has been modified as shown below:

L. Hours and Days of Service

Hours of services shall be primarily performed within the 6 a.m. to 8 a.m. time period, Monday through Thursday, each week, and Friday service shall be performed between 6 a.m. - 11 a.m., except County observed holidays, at which time the service shall be done before or after such holiday. The Contractor shall endeavor to complete its work by no later than 11 a.m. Work hours may be altered, when necessary, with the approval of the Contract Manager. **Regular hours of service is defined as 6 a.m. to 6 p.m. Monday through Friday. Any time after 6 p.m., shall be considered After-Hours, and shall be compensated as mentioned in Section K.4.**

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

6. Exhibit A, Scope of Work, Section R, Responsibilities of Public Works, has been modified as shown below:

R. Responsibilities of Public Works

1. The County will provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. The County will determine the need to provide its own jobsite inspection.
3. Public Works will notify the Contractor of any asbestos survey conducted by certified professionals that indicate sections of the building containing asbestos construction materials.
4. **Public Works will scan and e-mail invoices from the State of California to the Contractor. The on-site elevator technician will also be provided a copy.**

B. QUESTIONS AND ANSWERS:

The following answers are in response to the request for information and clarification submitted by Proposers for the Request for Proposals (RFP) for Maintenance and Routine Service of Public Works Headquarters Complex Elevators (BRC0000117), issued on December 17, 2019. The questions presented in this informational update represent the questions asked by the Proposers in the form and context as submitted:

1. **Question:** What business license are required per RFP, PW-1, requiring? City of Los Angeles, City of Alhambra, etc., Also, a business license is not typically required until the RFP is awarded.

Answer: Please indicate the license information on Form PW-1 that is required to run your business currently. Form PW-1, Verification of Proposal, is an informational sheet regarding your firm. Please note, in addition to providing the license information required to run your business currently, you must also provide a valid and active State of California

Specialty Contractor Class C-11, Elevator Contractor's license.

- 2. Question:** The State of California Elevator, Ride and Tramway Unit will not release inspection report, conveyance invoices, preliminary order information, etc., to the elevator contractor, only the responsible party (Building owner). How can we comply with Exhibit A (I)?

Answer: As indicated in Exhibit A, Scope of Work, Section I, Permits, "Contractor shall arrange and pay for all inspections and obtain operating permits from the State of California at no cost to the County nor late charges or fees occurred at fault of Contractor. This includes annual conveyance permit fees per elevator cab." When the State of California sends Los Angeles County Public Works the invoices, the Contract Manager will scan and e-mail all documents to the Contractor. The Contractor will be responsible for arranging and making payments. The on-site elevator technician will also be provided a copy.

Please also see No. 3 of the Addendum section.

- 3. Question:** State contractor shall be onsite each day, Monday - Friday for 2 hours or 10 hours per month. #2 states 1.5 hours per unit/ month. This is a huge delta. Per the note, its 10 hours per week, 520 annually, or 1.5 per unit/ month, 15 hours total/ month. Please confirm the total weekly service hours?

Answer: The Contractor is expected to inspect and maintain all headquarter complex elevators on a weekly basis, which shall be performed Monday through Friday for 2 hours per day, or a minimum total of 10 hours per week. The Contractor shall also perform monthly preventative maintenance service examinations at a minimum of 1.5 hours per unit.

Please also see No. 4 of the Addendum section.

4. **Question:** Please define emergency operations.
- Answer:** Emergency testing services shall include all fire testing, seismic and earthquake testing, emergency evacuation drills and annual building evacuations.
- Please refer to No. 4 of the Addendum section.
5. **Question:** Regulation for generator operation, etc. Elevator companies are not licensed to perform regulation for testing?
- Answer:** Contractor will not be conducting the regulation for testing. Contractor shall be present as needed/requested by the Contract Manager.
6. **Question:** Hoist way screens for service/repairs. This is not required, screening is only required for modernization and construction work?
- Answer:** Although screens may not be required, Los Angeles County Public Works is requesting screens to be used, due to the high number of employees in the Headquarters complex, the Department errs on the side of safety first.
7. **Question:** The contract is asking for safety testing and emergency operation testing every 6 months. We would like clarification on what that includes. (i.e., governor, buffer, rope gripper, emergency power, etc.)
- Answer:** Safety testing and emergency operation testing shall include, but not limited to, all safety devices from cab phone, to lighting, switches, etc.
8. **Question:** It appears this testing is to be completed after hours as well. Please confirm.
- Answer:** The Headquarter complex is closed on Fridays, so most of the work shall be performed during regular hours, as mentioned in Exhibit A, Scope of Work, Section L, Hours and Days of Service. When the testing will interfere with normal operations, work shall not be conducted during

January 23, 2020

Page 8

regular hours, and shall be conducted during After-hours, with prior approval from the Contract Managers.

Please refer to No. 5 of the Addendum section.

9. Question: What is the current annual cost for elevator maintenance?

Answer: Please see the Schedule of Prices (Form PW-2.1) for the current contract rates, which have been provided as Enclosure 3.

If you have any questions concerning the above information, please contact Ms. Jessica Dunn at (626) 458-4169 or Mr. Jairo Flores at (626) 458-4069, Monday through Thursday, 7 a.m. to 5 p.m.

Follow us on Twitter:

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.

Very truly yours,

MARK PESTRELLA
Director of Public Works



for: JOSE QUEVEDO
Assistant Deputy Director
Business Relations and Contracts Division

JD

P:\aepubl\Service Contracts\CONTRACT\Jessica\ELEVATOR\2019 RFP\Rebid\01 RFP\ADDENDA\Addendum 1\Addendum 1.doc

Enc.

**SCHEDULE OF PRICES
FOR
MAINTENANCE AND ROUTINE SERVICE OF PUBLIC WORKS HEADQUARTERS COMPLEX
ELEVATORS (BRC0000117)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	QUANTITY	ANNUAL PRICE (UNIT X QUANTITY)
1.	Complete monthly maintenance of Public Works Elevator, as specified and required in Exhibit A, Scope of Work.	\$ _____ (Per elevator/ Per Month)	120 (10 Elevator x 12 months)	\$
2.	After-Hour Repairs (Per Exhibit A, Scope of Work, Item K.4)	\$ _____ (Per hour)	200 (Hours)	\$
3.	On-Call Repairs (Per Exhibit A, Scope of Work, Item S)	\$ _____ (Per hour)	300 (Hours)	\$
TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1-3:				\$

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

SCOPE OF WORK**MAINTENANCE AND ROUTINE SERVICE OF PUBLIC WORKS HEADQUARTERS
COMPLEX ELEVATORS (BRC0000117)****A. Public Works Contract Manager**

Public Works Contract Manager will be Ms. Vikki Valles of Operational Services Division who may be contacted at (626) 458-7393 or vvalles@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Public Works Headquarters Complex*
900 South Fremont Avenue
Alhambra, CA 91803

*The Headquarters Complex is defined as the tower (12-story building), the ancillary building (cafeteria, conference rooms, and the Annex 3-story building), the parking structure, and the surface parking area.

C. Request of Work from Contractor

The County may request contracted service from the Contractor on an on-call and intermittent basis. The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The requested work will consist of maintenance, routine service, and on-call repairs of Public Works Headquarters Complex Elevators for six gearless passenger elevators, one geared service elevator, and three hydraulic elevators as described in Section K.7 of this Scope of Work.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

F. Discrepancies

If any discrepancies are noted, or if work not specified is required, Contractor shall bring such matters to the Contract Manager's attention no later than seven calendar days after the start of the Contract. If no discrepancies are noted or exceptions taken, it is assumed that all conditions are satisfactory.

G. Retained Components

All retained components are to be examined, cleaned, adjusted, and repaired; otherwise, they shall be replaced with new parts. Contractor must be willing to accept all retained equipment on full maintenance without prorating. In addition, Contractor must maintain and replace all retained parts and equipment at no cost to the County, unless the Contractor can provide proof that the defect in retained parts were not because of Contractor's fault or operation.

H. Meeting Requirements of Regulatory Agencies

Contractor shall meet and their work on this Contract shall comply with all current State and local regulatory requirements including, but not limited to, the following agencies and codes:

1. ADA: American with Disabilities Act
2. ASME: American Society of Mechanical Engineers A17.1; Safety Code for Elevators and Escalators
3. CBC: Title 24; California Building Codes
4. CCR: Titles 8; California Code of Regulations
5. NEC: National Electric Code. NFPA-72
6. CBC Latest Edition

I. Permits

The Contract Manager will scan and email invoices from the State of California to Contractor. The on-site elevator technician will also be provided a copy. The Contractor shall be responsible for arranging and paying for all inspections and obtaining operating permits from the State of California at no cost to the County nor late charges or fees occurred at fault of Contractor. This includes annual conveyance permit fees per elevator cab.

J. Noise Control

Noise and vibration generated due to any work, at any time, may create a disturbance for the operations of the building. In the event the noise produced conflicts with the building operations, the Contractor, at the direction of the Contract Manager, shall reduce or stop the noise. At no time is work to be conducted on the 12th Floor, which would cause any disturbance. No off-line work is allowed, Monday through Thursday from the lobby to the 12th Floor.

K. Maintenance and Routine Service of Public Works Headquarter Complex Elevators

Note: At minimum, the elevators inspection and maintenance shall consist of providing 2 hours per day, to be performed Monday through Friday, for a minimum total of 10 hours per week. Each elevator shall be inspected on a weekly basis.

Contractor shall comply with all manufacturers' recommended maintenance procedures and schedules throughout the entire term of the Contract and shall perform the following tasks:

1. Contractor shall provide complete maintenance on entire elevator equipment of all ten Public Works elevators, during the life of this contract.
2. Examination: Include as recommended by manufacturers requirements systematic examination, adjustment, and lubrication of elevator equipment whenever required and replacement of defective parts with parts of same manufacturer as required for proper operation. Preventative maintenance service examinations shall be performed monthly expending a minimum of 1.5 hours per unit per visit performing preventative maintenance service.
3. Elevator Shutdowns: Should any elevator become inoperative, the Contractor will repair within 24 hours of notification of such failure. Breakdown of major components shall be completed, and service restored within 72 hours, absent extenuating circumstances, unless otherwise directed or approved by the Contract Manager, at his or her

ENCLOSURE 2

Scope of Work – EXHIBIT A.1

sole discretion, or may direct the Contractor to postpone the repair to another time designated by the Contract Manager at no additional cost to the County. At any given time no more than one elevator either at the Public Works Headquarters or Annex building shall be out-of-service.

After a shutdown, all elevators must be inspected, and the sensors reset. A timely service to elevators (within 2 hours) after an earthquake, shall be provided after hours. No cost shall be incurred to the County, when an earthquake falls on a regular business day (Monday – Friday) at which time the service shall be within that same service day.

4. After-Hour Repairs: If the Contract Manager requests the service to be performed after 6:00 pm (Monday through Friday), or during Saturdays or Sundays, the Contractor will be compensated at the rate quoted in Form PW-2.1, Schedule of Prices, Item No. 2, for After-Hour Repairs, per hour, for County preapproved hours required to perform such work.
5. Tests: Contractor shall test all safety devices and emergency operations at six-month intervals and submit written report on each test. Contractor shall make tests at times which do not interfere with building operation.

Emergency testing services shall include all fire testing, seismic and earthquake testing, emergency evacuation drills and annual building evacuations.

6. The Contractor is not responsible for repairs to car enclosures, door panels, frames, sills, or platform flooring resulting from normal usage or misuse, accidents, and negligence. At the request of the Contract Manager, the Contractor shall provide estimates to repair said parts and work upon approval of the Contract Manager.
7. In addition, Contractor is not responsible to inspect or repair any underground hydraulic feed line or underground hydraulic jack cylinder unless they are damaged by the Contractor's negligence as determined by Public Works sole discretion.

L. Hours and Days of Service

Hours of services shall be primarily performed within the 6 a.m. to 8 a.m. time period, Monday through Thursday, each week, and Friday service shall be performed between 6:00 a.m. – 11 a.m., except County observed holidays, at which time the service shall be done before or after such holiday. The Contractor shall endeavor to complete its work by no later than 11 a.m. Work hours may be altered, when necessary, with the approval of the Contract Manager. Regular hours of service is defined as 6:00 a.m. to 6:00 p.m. Monday through Friday. Any time after 6:00 p.m., shall be considered After-Hours, and shall be compensated as mentioned in Section K.4.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

M. Utilities

The County will provide utilities.

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit. All debris shall be recycled when possible.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the PWR. The Contractor shall NOT attempt to remove any hazardous waste or perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

P. Special Safety Requirements

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
2. Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

Q. Responsibilities of the Contractor

The Contractor shall:

1. Maintain a valid and active C-11 State of California Elevator Contractors license.
2. Maintain a valid and active Certified Qualified Conveyance Company (CQCC) certification, issued by the State of California, throughout the life of the Contract.
3. Maintain a valid and active Certified Competent Conveyance Mechanic (CCCM) license for each mechanic performing elevator maintenance service, throughout the life of the Contract.
4. For the entire life of the Contract, Contractor's Project Manager or equivalent for this Contract must have at least five years of experience providing elevator maintenance and repairs.
5. Employ sufficient competent personnel within 50 miles of Public Works Headquarters Complex to handle all required work.
6. Maintain a local stock of parts adequate for replacement on a permanent or emergency basis.
7. Have plan for responding to Public Works service calls for emergency and nonemergency services. After receiving a call by the Contract Manager, Contractor must be able to be on-site within 1 hour for emergency calls and within 24 hours for nonemergency calls.
8. Provide temporary screens between elevators before maintenance/repairs starts and remove them at completion of work.
9. Assume responsibility and provide full maintenance of the elevator equipment upon award of this Contract and shall continue to perform such work throughout the Contract term.
10. Not reuse all elevator equipment within the scope of this Contract and shall be promptly removed from the premises by the Contractor and shall become Contractor's property. Contractor shall correct any damage to building surfaces and surrounding areas caused by its work.
11. Ensure that all Contractor's employees working on the tower's elevators hold a valid and active certificate in Asbestos Awareness Training and provide a copy to the Contract Manager prior to start of any work.

R. Responsibilities of Public Works

1. The County will provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
2. The County will determine the need to provide its own jobsite inspection.
3. Public Works will notify the Contractor of any asbestos survey conducted by certified professionals that indicate sections of the building containing asbestos construction materials.
4. Public Works will scan and email invoices from the State of California to the Contractor. The on-site elevator technician will also be provided a copy.

S. On-Call Repairs

At any time during the performance of this Contract, Contract Manager may request that the Contractor perform on-call repair work that is not part of maintenance and routine service as described in this Exhibit's Section K, above.

1. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, parts, materials, and equipment needed to perform the on-call repairs. Upon written approval from the Contract Manager, the Contractor shall perform the on-call repairs. The hourly labor rates quoted in the estimate shall be in accordance with the rate in the Form PW-2.1, Schedule of Prices, Item No. 3, On-Call Repairs. No markups are allowed. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
2. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
3. At its sole and absolute discretion, County reserves the right to obtain services from other sources to complete any on-call repairs or any other work included in this Contract.

T. Method of Payment for Maintenance

Payment will be made monthly, upon receipt of an invoice from the Contractor and approved by the Contract Manager, for the maintenance services performed during the preceding month. The Contractor's invoice shall clearly indicate the Contact number, the item(s) of work performed, and date of services, location, and type of services. Contractor will be paid at rates quoted in Form PW-2.1, Schedule of Prices.

U. Method of Payment for Parts

All parts and materials shall be purchased and paid for by the Contractor, except for the parts necessary for repairs to car enclosures, door panels, frames, sills, or platform flooring resulting from normal usage or misuse, accidents, and negligence for which the Contractor is not responsible, or parts purchased according to Section S, On-Call Repairs. The Contractor shall invoice the County monthly and provide copies of the purchased documentation for all the parts needed. Contractor shall not perform any repair or purchase parts as described in this paragraph without prior written approval of the Contract Manager. No markups on the purchased parts are allowed.

V. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

W. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

ENCLOSURE 2

Scope of Work – EXHIBIT A.1

2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

X. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
 - d. The parties are not under any compulsion to Contract.

ENCLOSURE 2

Scope of Work – EXHIBIT A.1

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete the maintenance and repair of the elevators as indicated in this Scope of Work.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

FORM PW-2.1

SCHEDULE OF PRICES
FOR
MAINTENANCE AND ROUTINE SERVICE OF PUBLIC WORKS HEADQUARTERS
COMPLEX ELEVATORS (2015-AN001)

The undersigned Proposer offers to perform the work described in the RFP for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, inspection and permits, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NUMBER	DESCRIPTION	Unit	QUANTITY	ANNUAL PRICE (UNIT X QUANTITY)
1.	Complete monthly maintenance of ten Public Works Elevators, as specified and required in Exhibit A, Scope of Work.	\$ <u>790.00</u> (Per elevator/ Per Month)	120 (10 Elevator x12 months)	\$ <u>94,800.00</u>
2.	After-Hours Repairs (Per Exhibit A, Scope of Work, Item I.4)	\$ <u>395.00</u> (Per hour)	200 (Hours)	\$ <u>79,000.00</u>
3.	As-Needed Repairs (Per Exhibit A, Scope of Work, Item J)	\$ <u>300.00</u> (Per hour)	500 (Hours)	\$ <u>150,000.00</u>
TOTAL Proposed Annual price for Items 1-3: DOLLARS: <u>Three Hundred Twenty Three Thousand Eight Hundred Dollars</u>				\$ <u>323,800.00</u>

LEGAL NAME OF PROPOSER <i>Thyssenkrupp Elevator Corporation</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>[Signature]</i>		
TITLE OF AUTHORIZED PERSON <i>David Hostalk</i>		
DATE <i>5/8/15</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>651371</i>	LICENSE TYPE <i>C11</i>
PROPOSER'S ADDRESS <i>6087 Triangle Dr Los Angeles, CA 90040</i>		
PHONE <i>818-847-6150</i>	FACSIMILE <i>866-441-3992</i>	E-MAIL