

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090103-24-O, Elevator and Escalator Maintenance for Various City Facilities**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090103-24-O, Elevator and Escalator Maintenance for Various City Facilities (Contractor).

**RECITALS**

On or about 10/9/2023, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to [describe services] as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed three million dollars (\$3,000,000.00).

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup>      The Contract
- 2<sup>nd</sup>      The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3<sup>rd</sup>      Contractor's Bid Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Otis Elevator Company  
Bidder  
4949 Viewridge Ave  
Street Address  
San Diego  
City  
(858) 514-2827  
Telephone No.

BY:

  
Print Name: Claudia C. Abarca  
Director Purchasing & Contracting Department


February 27, 2024  
Date Signed

Rocco.Giaquinto@otis.com  
E-Mail

Approved as to form this 4<sup>th</sup> day of

MARCH, 2024.  
MARA W. ELLIOTT, City Attorney

BY:

  
Signature of Bidder's Authorized Representative

BY: MARK M. IMADA   
Deputy City Attorney

Brian Kegler  
Print Name General Manager  
Otis - San Diego

Title

12/14/23  
Date

**EXHIBIT A**  
**INSTRUCTIONS AND BID REQUIREMENTS**

**A. BID SUBMISSION**

**1. Timely Bid Submittal.** Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Bids.** The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

**1.3 Bid Due Date.** Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

**1.4 Pre-Bid Conference.** Pre-bid conference information is noted on the eBidding System.

**1.4.1** Bidders are encouraged to attend the pre-bid conference. Failure to attend does not relieve bidder of the responsibility to comprehend the requirements of this ITB and addenda, and does not relieve Contractors to perform in accordance with the Contract.

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

**2. Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Licenses as required in Exhibit B.

**2.7** Manufacturer's Price List.

**2.8** Additional Information as required in Exhibit B.

**2.9** Energy Efficiency Certificates, if applicable, from an energy efficiency program such as the U.S. Environmental Protection Agency's Energy Star Efficiency Program.

**2.10** A Guarantee of Good Faith in the form of a certified check, a bank or postal money order, or a bid bond executed by a corporation authorized to issue surety bonds in the State of California.

**2.11** One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**3. Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. **Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 **Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 **Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. **Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

**9. Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

**3. Escalation.** An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

**C. BID OPENING.** All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

#### **D. EVALUATION OF BIDS**

**1. Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.

**2. Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.

**3. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

**4. Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.

**5. Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

#### **E. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.

**2. Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

**EXHIBIT B  
SCOPE OF WORK**

**A. OVERVIEW**

The City is seeking a Contractor to provide complete maintenance, repair, and testing services of all Vertical Transportation Systems (VTS) in accordance with the terms, conditions and specifications of this document in order to provide safe and properly operating VTS at all times.

The City has identified a list of locations in Section BB. Facility Locations and Contract Descriptions, Section A. Location of Facilities to be serviced under this contract. In the event that any City buildings or facilities are sold or ownership is transferred by the City, the City shall not be responsible for any maintenance, repair, malfunction, defect or operation of any piece of equipment or machinery within any building or facility, including, but not limited to all elevators and escalators as identified herein.

**B. GENERAL REQUIREMENTS**

The Contractor shall supply all replacement parts, tools, materials, and equipment necessary to provide complete preventive maintenance and unlimited twenty-four (24) hours, seven (7) days per week trouble calls and/or emergency service at no additional cost to the City.

Contractor shall acknowledge that all Equipment to be serviced by this agreement will be in various states of repair and maintenance. Condition of existing Equipment shall not be grounds for additional payment to Contractor for performing Contract work as specified.

Contractor shall maintain all Equipment in proper, safe, and acceptable operating condition. Contractor shall ensure all Equipment is properly certified and permitted. Contractor shall conduct all required tests, inspections, preventive maintenance, and repairs of Equipment throughout the term of this Contract. Contractor shall conduct all tests inspections, preventive maintenance, and repairs in accordance with all applicable statutes, regulations, industry standards, and manufacturer's recommendations as well as the Schedules of Maintenance created by the Contractor in accordance with State requirements and approved by the Technical Representative. Contractor shall provide all reports to appropriate governmental agencies as required by statute or regulation. Contractor shall timely provide City with copies of all such reports. Contractor shall also provide City with the reports. Contractor shall provide to the City a copy of the results of all tests conducted on Equipment not later than fourteen (14) days after test completion. Contractor shall use only qualified technicians and engineers under its direct employment and supervision in performing all services pursuant to this Contract. When conducting inspections of Equipment, Contractor shall take all reasonable and appropriate measures to ensure that such inspections do not interfere with the scheduled maintenance of Equipment.

Contractor shall take all reasonable and appropriate actions needed to ensure that no Equipment is out of operation for longer than four (4) hours as the result of testing, inspection, maintenance, or repair. In the event Contractor comes to believe that Equipment may be inoperable for more than four (4) hours in order to accomplish required testing, inspection, maintenance, or repair, Contractor shall immediately notify the VTS Project Manager of the potential for the such event, the reasons why extended service is required,

and Contractor's best estimate as to when the subject Equipment will be returned to normal operation. Notwithstanding the above, for scheduled repairs of Equipment, Contractor shall submit a detailed schedule and repair plan for City's approval not later than fourteen (14) calendar days prior to planned commencement of intended repairs.

**Emergency Repair Services.** Emergency repair services are defined as those services needed to correct an emergency condition which consists of entrapment of personnel, as well as any other inoperable or unsafe condition that provides potential for harm to personnel or property or that disrupts or impairs Facility operations as deemed by the City in its sole discretion. Such condition includes any condition which causes the City to be in non-compliance with the American with Disabilities Act or any Federal, State, or Local requirements. On notification that emergency repair services are required, Contractor shall promptly, efficiently, and effectively respond as appropriate to correct the underlying emergency condition. In addition to the On-site Technician, Contractor, at all times, shall have a designated, qualified, On-call Technician available to provide emergency repair services to Equipment. The On-call Technician shall be immediately and continuously available at a single phone number which shall be provided by Contractor. The On-call Technician shall commence repair action within two (2) hours of City's notification of the need for emergency repairs. Whenever Contractor provides emergency repair services, Contractor will provide City a full report of the Equipment deficiencies that gave rise to the underlying emergency condition, Contractor actions taken to effect the emergency repair, parts used in the repair, and responding Contractor personnel by name, arrival/departure time and hours worked. This report will be provided to the VTS Project Manager no later than five (5) days after completion of repair. The VTS Project Manager shall be notified for repairs that will take longer than forty-eight (48) hours to perform per "Compliance with Requirements" section M, Item 1.

Whenever Contractor becomes aware of improvements that should be made to the Equipment, Contractor shall so inform the City in writing and provide recommendations for implementing such improvements.

Contractor acknowledges that fully operational Equipment is required for the safe operation of the Facility and the safety of the public using the Facility. Contractor, to the maximum extent possible, shall take all appropriate actions to ensure the Equipment is, at all times, fully operational.

When providing Services, Contractor shall, unless expressly authorized otherwise by the City, use only new materials, parts and equipment that are standard in the industry, recommended by the appropriate manufacturer, approved by Underwriters Laboratory, compatible with the existing equipment and readily available. Contractor shall install such material, parts, and equipment in accordance with manufacturer specifications and standard industry practice.

Contractor acknowledges that the Facilities consists of public-use facilities and recognizes the attendant obligation to ensure that all Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

All Contractor personnel, including the On-call Technician, shall check in immediately upon their arrival at the Facility and check out with the City's on-site Facilities Maintenance Personnel or Technical Representative immediately prior to their departure from the Facility.

Goods and Services  
Revised: August 30, 2019  
OCA Document No. 879132\_3

Addendum C  
December 20, 2023

Contractor shall only assign Engineers, Technicians and other personnel to perform services pursuant to this Contract that possess the requisite skill and experience level needed to effectively and efficiently perform services pursuant to this Contract. Assigned personnel shall be currently certified by the National Elevator Industry Association. City reserves the right to request the removal of any Contractor employee that it deems inappropriate for assignment to duty per this Contract.

Contact Person and Toll-Free Number. Contractor shall continuously maintain a single phone number through which the City may notify Contractor of Equipment deficiencies and malfunctions. The phone number shall be staffed so that City will be able to immediately establish communication with Contractor personnel that can provide the required level of service or response.

**C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.** Vendor must submit the following information per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000003571	11/30/2025	Otis Elevator Co.

**D. LICENSES AND PERMITS**

The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

Contractor shall schedule, coordinate, and participate in all inspections required by California statute or regulation needed to maintain all required Equipment certifications and permits. In the event deficiencies are identified during these inspections, Contractor shall take timely action as required, but in no event longer than 30 days as required by state law, to correct said deficiencies. Contractor shall timely notify appropriate governmental agencies that said deficiencies have been corrected.

Except as expressly provided otherwise in this Contract, Contractor shall bear all costs associated with the tests, inspections, preventive maintenance, and repairs to Equipment affected pursuant to this Contract, with exception of fees associated with Section U of Exhibit B, Scope of Work. This obligation does not apply in the case of any breakage, loss or damage to the Equipment when such loss or damage is caused intentionally or as the result of a malicious act and /or misuse by a person or persons other than Contractor, its subcontractors, agents, or employees. Action taken by Contractor to correct any such breakage, loss, or damage to Equipment shall be performed as **Additional Services in accordance with Section J. "Extraordinary Labor"**.

To perform the work described in this solicitation, bidders must hold a current C-11 State of California Contractor's License.

	License Number	Expiration Date	Name
C-11, State of California Contractor's License	Class: Elevator No.: 7031	11/30/2025	Otis Elevator Company

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

**E. BOND REQUIREMENTS**

Contractor must comply with the following bond requirements

**1. Employee Dishonest/Fidelity Bond**

Employee Dishonest/Fidelity Bond coverage for a minimum of one hundred thousand dollars (\$100,000.00) blanket limit. This coverage protects the Contractor against loss by the theft or mysterious disappearance of property by any of Contractor's employees or third parties while said property is in the care, custody, or control of the Contractor resulting directly or indirectly from the performance of execution of the Contractor or Subcontract. This bond shall be provided to the City upon request by the Technical Representative, prior to execution of the agreement by the City.

**2. Payment Bond**

Contractor shall provide a payment bond to the City (on the form provided in Attachment 1) in the amount of \$60,000 before proceeding with any work under this Contract. If at any time the total cost of repair/replacement work outstanding on the Contract exceeds this bond amount, the Contractor shall increase the bond appropriately. The City may also direct the Contractor to increase the bond amount at any time if the City determines the current amount is insufficient to cover the work being done.

**F. HOURS**

Preventive maintenance shall be performed during regular hours. Regular hours of operation are 8:00am to 5:00pm Monday through Friday, except City-approved holidays.

For all City facilities, the Contractor agrees to provide a mechanic for a minimum of two (2) hours per month per traction elevator (total of two hours per month), one (1) hour per month per hydraulic elevator (total of one hour per month) and one (1) hour per month per wheelchair lift (total of one hour per month). Such routine maintenance shall be performed on a regular working day.

**G. EMERGENCY SERVICE**

In addition to the required inspections and maintenance, the Contractor shall provide, at no additional cost to the City, service for emergency calls. The Contractor shall provide

emergency service seven (7) days a week, twenty-four (24) hours a day. The Contractor shall respond to and be On-site, within two hours (2) hours of request for emergency service.

Contractor agrees that emergencies and rescue of person(s) trapped in a stopped elevator shall be an exception to the exclusive repair rights herein specified. The City may use the services of any elevator service worker to effect prompt rescue of trapped person(s) if a Contractor supplied service worker is unavailable or is delayed in arrival at the stopped elevator.

In the event the Contractor fails to respond to an emergency service call within the time limit specified and the City elects to contract or otherwise have the services performed, the City may charge the Contractor for any cost that is incurred directly related to the performance of such services.

In addition, as liquidated damages and not as a penalty, the Contractor will be assessed liquidated damages for response times beyond the allotted two hours (2) hours response time according to the below schedule.

#### Emergency Response Time Liquidated Damages

- 121 mins to 136 mins from placing call \$500.00
- 137 mins to 152 mins from placing call \$1,000.00
- 153 mins to 168 mins from placing call \$1,500.00
- For each fifteen (15) minute block beyond 168 mins \$2,000.00 in addition to above.

#### **H. TROUBLE-CALLS**

Contractor shall maintain a satisfactory level of elevator service under varying operating conditions within the limitations of the rated performance of the elevators.

In order to maintain a satisfactory level of performance, the City, at any time may require services as provided for in this Contract to be accomplished at other than normal working hours and working days.

Contractor shall provide seven (7) days a week and twenty-four (24) hour a day trouble-call answering service. In the event the City requests Contractor to correct trouble which develops with the elevator equipment between regular preventive maintenance service, Contractor shall provide such service within two (2) hours from time of the trouble call.

#### **I. STANDBY SERVICE**

The Contractor agrees to furnish a mechanic for standby. Event times and dates vary but are generally in the evenings and weekends for approximately eight hours per event. The cost for standby will be paid per the quoted Hourly Rate for additional work provided at the bottom of section B of the pricing pages.

**J. EXTRAORDINARY LABOR**

In the event the City requests additional services that are not covered by this contract, said services shall be provided at the contract hourly rate for extra services. Parts and materials will be provided at cost plus ten percent (10%) mark up.

All extraordinary labor must be approved in writing by the VTS Project Manager prior to commencement of work. Contractor shall not be paid for extraordinary materials or labor that has not been authorized in writing by the VTS Project Manager.

**K. FACILITY ACCESS**

Contractor shall provide and use an industry standard logbook, referred to as "trouble log", for documentation of all complaints. Elevator mechanics shall see Building Supervisor/Manager or his representative, correct all complaints, fully complete the trouble log, and/or preventative maintenance check-off list; obtain customer's signature when leaving, and give Building Supervisor/Manager a copy of work/time ticket.

If the current industry standard is to maintain a hard copy trouble log, Contractor further agrees that the elevator mechanics assigned to each facility shall keep the trouble log at the facility to document checkout and repairs. The checkout and repair log shall remain at the facility and all visits and work performed shall be noted in this log. This log shall be the property of the City. The mechanic(s) shall also check in and out on the log before and after the completion of any work, maintenance, or adjustment.

In the entrance and exit of all workers, in bringing in or removing all materials and equipment, and in the matter and time of performing work, the Contractor shall: cooperate with those in authority on the premises; prevent the entrance of those whose presence is forbidden or undesirable; observe all rules and regulations in force on the grounds; prevent unnecessary dust, mud, or accumulated debris, or undue interference with the convenience, sanitation, or routine of the City facility; and, prevent the loss of, or damage to, the property of the City or its employees.

**L. NOTIFICATION**

The on-site Facilities Maintenance Personnel or Technical Representative of each facility shall be notified, in advance, of elevator shutdowns at their facilities. The Contractor shall inform the on-site Facilities Maintenance Personnel or Technical Representative of the reason for and duration of the elevator shutdown including shutdowns for preventative maintenance activities. After completion of work and restoration of equipment to proper operating condition the Contractor shall notify the on-site Facilities Maintenance Personnel or Technical Representative that the work has been completed.

**M. COMPLIANCE WITH REQUIREMENTS**

1. The importance of the elevators requires that they be maintained in a satisfactory and acceptable operating condition in accordance with the requirement of this Contract and that they are kept capable of providing their initial maximum capacity and performance. Therefore, no elevator shall be out of service for more than forty-eight (48) hours from the time of elevator repair notification. The Contractor shall immediately notify the VTS Project Manager should any elevator

be out of service beyond forty-eight (48) hours and justify the delay. Plans for repairs submitted to the VTS Project Manager seven (7) days prior to implementation are excluded from this paragraph.

2. In order to comply with paragraph 1, the Contractor shall stock adequate spare parts in the machine room, as may be commercially and reasonably available, to ensure quick repair of the elevator(s).
3. The City reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be corrected by the Contractor at their expense, within ten (10) calendar days of notification of deficiency, except when the City establishes a shorter time due to public safety or necessity. In addition, any discrepancies or deficiencies listed in preliminary reports from the State Elevator Inspectors shall also be corrected within thirty (30) calendar days of the report.
4. As liquidated damages and not as a penalty, the parties agree that since damages to the City are difficult to ascertain, upon re-inspection or after ten (10) calendar days from the date of the City gave notification of deficiency, the Contractor shall be assessed one thousand dollars (\$1,000.00) per day until the deficiencies are corrected to the City's satisfaction. The damages shall apply separately to each elevator having uncorrected deficiencies.
5. In addition, if the Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, the City may, after seven (7) days notification to Contractor, perform or cause to be performed all or any part of the work required hereunder at Contractor's expense.
6. Contractor agrees that they will reimburse the City for all penalties assessed by the State Elevator Inspectors and any other expenses incurred, and that the City may deduct this amount from any sum owing to, or to be owed to, the Contractor. The waiver by the City of a breach of any provisions of this Contract by Contractor shall not be construed as a waiver of any subsequent breach by Contractor.
7. Contractor agrees that elevator malfunctions caused by the following, non-exhaustive, list are included in the contract and shall be repaired to the proper operating condition of the elevator within the terms of this specification at no additional cost to the City:
  - a. Debris in door sill;
  - b. Power outages;
  - c. Releasing trapped elevator passenger from stalled elevator;
  - d. Dirty door reopening devices;
  - e. Hall push-button sticking;
  - f. Tripping of the earthquake sensors;

#### **N. GENERAL CLEANING**

The Contractor shall be responsible for the general cleaning of spaces that house elevator equipment. General cleaning shall include removing debris, dust, and other matter from any

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space utilized or maintained by the Contractor. Such cleaning schedule shall be detailed in the Preventative Maintenance Plan (PMP) as described in Section AA(3).

**O. PAINTING**

Contractor shall repaint the machine room floor when necessary throughout the duration of the contract. Paint color shall be approved by the VTS Project Manager.

**P. WIRING DIAGRAMS**

There are currently no wiring diagrams for these sites. Contractor shall furnish and maintain a complete set of wiring diagrams similar to the original of the control systems for each elevator. These drawings shall be kept in the machine rooms and all changes shall be recorded on the drawings to reflect the current condition of the systems. Any changes in the circuitry of an elevator shall be immediately changed on appropriate drawings in the machine room, and one (1) copy shall be given to the City VTS Project Manager. At the termination of this Contract, Contractor shall furnish the City VTS Project Manager with a copy of the current drawings of the control wiring diagrams for each elevator.

**Q. ADDITION AND DELETIONS**

At any time during the period of the contract the City reserves the right to add or delete elevator(s) and site(s) to be maintained under the provisions of this Contract.

When adding elevator(s) to this Contract, the Contractor and the City shall mutually agree on the number of hours and cost of maintaining each elevator(s) of the facility or facilities, the contract price shall then be increased by the agreed cost of the added elevator(s).

When deleting elevator(s) from this Contract, the contract price shall be reduced by the current cost of maintaining the deleted elevator(s). The City has the sole discretion to delete any site to meet its financial and operational requirements.

The contract Scope of Work may only be modified with the joint approval of the Contractor and the Purchasing Agent. All modifications, including additions and deletions, shall be confirmed in writing by the Purchasing Agent prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

**R. OMISSIONS**

Notwithstanding the omission in the Scope of Work of any components or a maintenance evolution thereof, Contractor, consistent with the sound operating practice of the elevator maintenance trade and profession, shall provide such services and shall notify the VTS Project Manager of such omissions without further cost to the City.

**S. SITE INSPECTION AND TURNOVER**

Thirty (30) days prior to the end of each yearly contract period, VTS Project Manager will inspect all sites, with Contractor, to ensure sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. If a new Contractor is to thereafter perform, the new Contractor will be a part of the inspection party. Any

uncorrected deficiencies in the maintenance level at the termination of the contract will be adjusted by the VTS Project Manager. Such cost shall be allowed as a set-off against deficiencies under the specifications which the new Contractor is to correct. However, no set-off or deduction will be made if Contractor turns over the sites in a condition that conforms to these specifications.

**T. COMPLIANCE WITH LAWS AND CODE REQUIREMENTS**

1. In the performance of the work under this Contract, Contractor agrees to abide by all existing laws, as may be amended during the life of this Contract, including, but not limited to: ANSI 17.1 Safety Code for Elevators and Escalators; ANSI 17.2 Inspector's Manual for Elevators and Escalators; California Administrative Code Title 8 Industrial Relations, Chapter 4 Division of Industrial Safety, Subchapter 6, Elevator Safety orders; and all other rules and regulations set forth with regard to and applicable to the elevator equipment by municipal and state authorities having jurisdiction. In the event of conflict between laws, ANSI 17.1 Safety Code for Elevators and Escalators, ANSI 17.2 Inspector's Manual for Elevators and Escalators, California Administrative Code Title 8, Industrial Relations Chapter 4, Division of Industrial Safety, Subchapter 6, rules and other applicable rules and regulations, the more stringent requirement shall apply.
2. Contractor shall perform ALL PERIODIC ELEVATOR TESTS required by ANSI 17.1 Safety Codes for Elevators and Escalators at no additional cost to the City. Prior notification shall be given so that a City representative may witness the safety test, tests shall not be performed unless a City representative is present as a witness, or unless an authorized City representative has waived the right to be present in writing to the Contractor before the test is conducted. Written reports of all tests shall be submitted to the City within five (5) calendar days of the safety test, even if a City representative was a witness to the test. The City may require Contractor to rerun any safety test at Contractor's expense if this clause is violated.

**U. CITY RESPONSIBILITIES**

The City will cover the cost of replacement parts if the parts being replaced are deemed "obsolete" by the City and Contractor. If original replacement parts or direct acceptable replacement parts are not available for purchase in the market place, or no longer repairable, re-buildable, or supported by the original equipment manufacturer or other third-party parts supplier in the same form, fit and function, then the component may be deemed obsolete. Contractor shall use its best efforts to investigate each of the options listed above to obtain the required component(s). If none of the above options are available, Contractor shall immediately provide written documentation of Contractor's best efforts to the City and request the City's confirmation that the component(s) be deemed obsolete per this section. Contractor shall submit a written quote to Customer for the replacement of the obsolete component(s) with an acceptable substitution. The quote will be subject to City's approval. City retains the right to have other contractors do work that is not deemed maintenance (which includes replacement of obsolete components) under this Contract.

Except for Contractor's negligence the City shall be responsible for the maintenance of and costs associated with the following:

1. Labor and parts for repair or replacement for building items, including hoist-way or structural portions of machine room walls and floors, car interior panels, car finish material, hoist-way entrance frames, and all permanent structural metal supports.
2. Cleaning and/or refinishing of the car interior and the exterior of hoist-way doors and frames.
3. Labor and parts for installation of new components as may be recommended or directed by federal, state, or municipal authorities, or changes in safety codes subsequent to the dates of the initial installation of the elevators.
4. Underground Hydraulic Piping such as cylinder and feed-line piping only.
5. Annual State Inspection Fee for permitting purposes only.

**V. CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

The City shall give the Contractor written notice of deficiencies, (a) whenever unsatisfactory services are performed, or (b) prior to charging the liquidated damages. The parties hereto agree that Contractor shall be conclusively presumed to have actual knowledge of work not performed, and that written notice shall not be a prerequisite for withholding payment for unperformed services; therefore:

1. In the case of non-performed work, the City:
  - a. Shall deduct from the Contractor's invoice all billings associated with such non-performed work in accordance with Section III, paragraph X, unless the Contractor is afforded an opportunity to perform pursuant to paragraph b below and satisfactorily completes the work;
  - b. May, at its option, afford the Contractor the opportunity to perform the incomplete work within twenty-four (24) hours of the date of notification of deficiencies. Billing for work completed under this paragraph shall remain subject to scrutiny.
  - c. May, at its option, perform the work by use of City personnel or other means. Any costs related to the such performance by anyone other than the Contractor shall be documented and deducted from the Contractor's invoice, as stated in paragraph a above.
2. In the case of unsatisfactory work, the City:
  - a. Shall deduct from the Contractor's invoice all billings associated with such unsatisfactory work in accordance with Section III, paragraph X, unless the Contractor is afforded an opportunity to perform pursuant to paragraph b below and satisfactorily completes the work;
  - b. May, at its option, afford the Contractor the opportunity to re-perform the unsatisfactory work within twenty-four (24) hours of the notice to the Contractor of such unsatisfactory performance, at no additional cost to the City;  
or

- c. May, at its option, perform the work by use of City personnel or other means. Any costs related to the such performance by anyone other than the Contractor shall be documented and deducted from the Contractor's invoice, as stated in paragraph a above.

Said deductions by the City for monies otherwise due the Contractor shall be in addition to the agreed liquidated damages specified in Section III, paragraph M, Compliance with Requirements, Item 4.

Repeated instances of nonperformance or unsatisfactory performance shall be cause for termination of the contract for default in accordance with Section W. Default/Termination.

#### **W. DEFAULT/TERMINATION**

In addition to those rights of termination granted by paragraph 45 of the General Provisions, the following apply:

1. The City may, subject to the provisions of paragraph 3 below, by written notice of default to the Contractor terminate the whole or any part of this Contract in any one of the following circumstances:
  - a. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any mutually agreed extension thereof; or
  - b. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and, in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
2. In the event the Contractor is unable or unwilling to perform this Contract in whole or in part, the City may procure supplies or services as necessary from another provider, and the Contractor shall be liable to the City for any excess cost for such supplies or services.
3. If this contract is terminated as provided in paragraph 1 of this clause, the City, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the City, in the manner and to the extent directed by the City, any completed supplies, partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") that the Contractor has specifically produced or specifically acquired for the performance of such parts of this contract as have been terminated; and the Contractor shall, upon direction of the VTS Project Manager, protect and preserve property in the possession of the Contractor in which the City has an interest.

Payment for supplies delivered to and accepted by the City shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City.

The City may withhold from amounts otherwise due the Contractor such sum as it determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders, or reasonably foreseeable liens or claims.

4. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**NOTE:** All cure notices or notices of termination must be signed by the Purchasing Agent.

#### **X. DEDUCTIONS/PAYMENTS WITHHELD**

The City may take deductions for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with the General Provisions.

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of claims.
2. Repairs required as a result of Contractor's negligence to include labor, materials, and equipment.

#### **Y. METHOD OF PAYMENT**

The Contractor will be paid monthly Net 30, in arrears, for work performed satisfactorily under this contract. By the tenth of each month, the Contractor shall submit a detailed invoice and report of maintenance performed and materials used in the prior month. Billing shall be in accordance with the awarded contract prices, allowing for City approved adjustments if any.

#### **Z. VERTICAL TRANSPORTATION SYSTEM OPERATING QUALITIES, SERVICE & PREVENTITIVE MAINTENANCE REQUIREMENTS**

##### **1. OPERATING QUALITIES**

In accomplishing these performance requirements, the Contractor shall endeavor to maintain the following:

Preventive Maintenance: The maintenance requirements listed below in this section are intended and shall not be construed to be a complete listing of all escalator Equipment maintenance requirements. Where one or more below-listed requirements conflicts with manufacturers recommendations, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify City of said conflict. All preventive maintenance, repairs and adjustments shall meet the following minimum elevator performance criteria:

- a. Up Speed -125 feet per minute  $\pm$  5% regardless of load.

- b. Down Speed -125 feet per minute  $\pm$  5% regardless of load.
- c. Door Open Time -1.8 seconds maximum (measured from start of doors opening until doors are in the fully open position).
- d. Door Close Time -Minimum permitted by code, without exceeding allowable kinetic energy and closing force.
- e. Door Stand Open Time -5.0 seconds maximum. Leveling Minimum ~ inch under any loading condition. Level into floor at all times, do not overrun floor and level back.
- f. Contractor shall maintain a comfortable elevator ride with smooth acceleration, both starting and stopping, and the final leveling zone shall be no more than three inches from the floor when the doors start to open. Slow down, stopping and leveling shall be without jars, bumps or overshoot.
- g. There shall be no noticeable side sway in the car when the doors open and close.
- h. The hoist way ride shall be smooth without bumps, jars, or swaying, and shall be quiet.
- i. Door operation shall be quiet and positive with smooth checking at the extreme levels.
- j. When cars are standing at the floors with the doors open, the cars shall remain firmly stopped and shall not "teeter."

2. ELEVATOR SERVICE REQUIREMENTS:

Schedule of Maintenance: The maintenance requirements listed below in this section are not intended and shall not be construed to be a complete listing of all elevator Equipment maintenance requirements. Where one or more below-listed requirements conflicts with manufacturers recommendations, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify City of said conflict.

3. ELEVATOR COMPONENTS (TRACTION)

Repair or replacement of elevator components and subcomponents shall include but not be limited to the components and subcomponents listed below.

3.1 Traction Machine

Including, but not limited to: worm, worm gear, pillow bearings, outboard bearings, drive sheaves and shaft, roller bearings, brake coils, brake linings and components, gear case, and couplings.

3.2 Motor

Including, but not limited to: motor fields, bearing rotation elements, armature and commutators, brushes and brush holders, coils, and fan.

### 3.3 Motor-Generator

Including, but not limited to: motor & generator fields, bearings, rotating elements, armature and commutators, brushes and brush holders, coils and fan; or solid-state power conversion, and regulation unit.

### 3.4 Power Drive System

Solid-state elevator power drive system and components.

### 3.5 Controller

The components in the controller including, but not limited to: relays, switches, resistors, capacitors, contacts, coils, wires, leads, transformers, fuses, timing devices, resistance tubes and grids, solenoids, rheostats, potentiometer, and solid-state boards and components.

### 3.6 Dispatching Equipment

Including, but not limited to: relays, switches, resistors, capacitors, contacts, coils, wires, leads, transformers, fuses, timing devices, resistance tubes and grids, solenoids, rheostats, potentiometer, and solid-state boards, and components.

### 3.7 Selector

Including, but not limited to: electrical or mechanical assemblies and components, cams, contacts, relays, resistors, leads, wires, transformer, solenoids, and solid-state boards, and components.

### 3.8 Starter

Including, but not limited to: electrical or mechanical assemblies and components, contacts, relays, resistors, leads, wires, transformer, solenoids, and solid-state boards, and components.

### 3.9 Governor

Including, but not limited to: flywheel, bearings, shafts, contacts, governor jaws and springs, over-speed switch, tripping assemblies and latch, governor switch, and tension weight sheave assembly.

### 3.10 Car Door Operator

Including, but not limited to: power door operator, clutches, cams roller, linkages, switches, pulleys, bearings, supports, brackets, control assemblies, resistor, terminal box, d-c motor, gear reducers, sprockets, chains, rods, bushings, and contacts.

### 3.11 Door Protective Device

Including, but not limited to: retractable safety edge assemblies, photo light ray or continuous beam assemblies, key switches, cables, rods, linkages, transistors, switch assemblies, and springs.

### 3.12 Car Safety

Including, but not limited to: safety springs, shoes, rods, clamps, and pins.

### 3.13 Car

Including, but not limited to: car door hangers and rollers, car door contacts, load weighing equipment, car guide shoes, sills, sub-flooring, fan, emergency light assembly, alarm bell system, car door assembly, car steadier, car top inspection station control assembly, and car position sensor assembly.

### 3.14 Hoist-way

Including, but not limited to: deflector sheave assembly, secondary sheave assemblies, buffer assemblies, guide rails, limit switches, compensation sheave assemblies, compensation chains or cables, traveling cables, hoist-way and machine room wiring, hoist-way door interlock, hoist-way door hangers, gibs and rollers, and auxiliary closer, position transducers, vanes, magnetic switches, guide rail and guide rail brackets, fish plates, cams stopping switches, slow down switches, floating tape and tape reader, pit emergency switch, counterweight guide shoes, and earthquake detection devices.

### 3.15 Fixtures

Including, but not limited to: hall button stations, main and auxiliary car operating panel, car and hall position indicator panels, hall lanterns, car direction indicators, all signal fixtures and components, contact, buttons, key switches, and locks, lamp sockets, and housing.

### 3.16 Wire Ropes

Shall be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes. The City's VTS Project Manager and Elevator Consultant shall be the sole judge on the adequacy of the wire ropes.

### 3.17 Hoist-way Gate

Including, but not limited to: chains, chain master links, pins, interlocks, gate contact switches, cams, and springs.

### 3.18 Car Gate

Including, but not limited to: chains, chain master links, pins, interlocks, gate contact switches, cams, and springs.

### 3.19 Accessory Equipment

Including all accessory elevator equipment installed prior to commencement of this contract unless accepted in the exclusion paragraph.

### 3.20 Lubricants

Furnish lubricants selected to give the best performance, compounded to the specifications and recommendations of the manufacturer.

## 4. SCHEDULE OF MAINTENANCE (TRACTION)

The maintenance requirements listed below in this section are not intended and shall not be construed to be a complete listing of all elevator Equipment maintenance requirements. Where one or more below-listed requirements conflicts with manufacturers recommendations, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify City of said conflict.

### I. Monthly Maintenance

#### 1. Safety Edge & Car Door Clutch

Check for loose pins, bent fastenings, frayed or loose trail cable, damaged rubber, and free operation. Check contacts, clean, and adjust where necessary. Check retracting mechanism pivot bearing and rollers for wear. Clean and lubricate all pivots and pins.

#### 2. Car Top Sensor and Door Photo Light Ray or Continuous Beam

Clean projector lamp, photo tubes, windows, lenses, and reflector target, check alignment, and focus of light rays.

#### 3. Car Door and Gate Operation

Check operations of motors and brakes. Clean, lubricate, and adjust brake, operation of checks, linkages, gears, wiring, motors, check keys, set screws, contacts chains, and retiring cams and fastenings, tracks, and sheaves.

#### 4. Door Closer

Clean, adjust, and lubricate pivot points, sill trips, and checking devices.

5. Controllers and Starters

Observe operation of controllers and starters. Inspect wiring and alignment. Check contacts for excessive burning. Replace worn contacts and shunts. Clean manually.

6. Selector

Clean, adjust and lubricate brushes, dash pots, traveling cables, chain brush, pawl magnets, wiring, contacts, relays, tape drive, and broken tape switch.

7. Generator

Check oil ring type bearing oil level, observe brushes while car is in operation, check ball bearings for noise or heating, check armature clearance, brush length, and connections.

8. Motor

Check brushes, connections, bearings. Feel motor for overheating. Check for excessive noise.

9. Governor

Check and fill governor oil cups.

10. Car Operating and Signal Devices

Check operation of car operating panels, position indicator, lobby panels, lanterns, and hall stations. Replace burnt out light bulbs, broken push buttons and faulty switches, and restore gongs to operating condition when required. Check emergency stop and bell.

11. Brakes

Clean and adjust brake plunger, shoes, pulleys, arm, and springs. Check lining for wear and glazing. Check adjustments and stopping.

12. Interlocks and Gate Switches

Inspect contacts for pits and oxidation. Check linkage for loose nuts and pins. Check for worn rollers. Lubricate and wipe dry all pivot surfaces.

13. Shaft Doors and Car Doors

Inspect saddles for obstructions. Inspect door guides for wear. Inspect hanger rollers for oil leaks, lubrication, and wear. Keep felt oilers saturated. Keep tracks clean. Replace bottom guides if worn.

14. Car Cables and Governor Cables

Inspect for worn or broken strands, excessive dryness, rust spots; inspect shackle springs for breaks. Check cables for equal tension. Maintain a thin coat of lubricant on cables only when dryness shows.

15. Hoist-way and Car Gates

Inspect, clean, and lubricate chains and chain master links.

16. Miscellaneous

- a. Observe operation of signal and dispatching system.
- b. Clean car top, pit, machine room floor, and equipment as condition warrant.

II. Quarterly Maintenance

1. Governor

With car shut down, manually trip the governor, see that all parts of the mechanism work freely. Check for loose pins and bolts. Examine, clean and adjust contact. Check shaft and bushing for wear. Check all governor rope grip jaws and rubbing surfaces to make sure they are not worn and are free of paint. Check for corrosion and obstructions. Check for bearing noise. Grease as required and supply drop of oil at pivot pins in holes provided.

2. Governor Tension Sheave

Check for corrosion and obstructions. Check for bearing noise, lubricate with grease, and drop of oil at pivots.

3. Machine

- a. Worm and Gear: Check oil level in gear housing. Check for backlash and thrust end play. Inspect for wear. Drain, clean, and refill.

**NOTE:** Every two (2) years drain, clean, and refill with worm gear oil. (Based on schedule check-off list.)

- b. Traction Sheave Bearing: Check for noise and sufficient lubricant.
- c. Traction Sheave: Inspect grooves for unequal wear.
- d. Brake Plunger: Inspect and clean.
- e. Oil Rings: Inspect oil ring operation.
- f. Check oil level, dash pots brakes. Check for sludge.

g. Check all fastenings including drive sheave and ring gear bolts.

4. Safety Linkage

Inspect links and pins for freedom of movement. Lubricate all pivot points as required.

5. Car Shoes and Counterweight Shoes

Inspect for wear and broken rollers and adjust for proper clearance. Replace worn gibs and rollers. Lubricate guide shoe stems.

6. Leveling

Clean, adjust, and lubricate leveling switches and leveling operation, hoist-way vanes, magnets, inductor, and floating tapes.

7. Rail Lubricators

Check and fill car and counterweight rail lubricator.

8. Compensation Cables and Sheaves

Inspect for worn or broken strands, excessive dryness, rust spots; inspect shackle springs for breaks. Check cables for equal tension. Lubricate compensating sheaves and inspect hitches.

9. Traveling Cables

Inspect all traveling cables for wear, breaks, and scuff spots. Be sure that loop of cables does not strike pit floor or other obstruction. Check fastenings of traveling cables to see they are hanging properly.

10. Deflector Sheaves, Car Sheaves, and Counterweight Sheaves

Inspect for freedom and noise. Lubricate shaft and hub. Check sheave fastenings and grooves. Lubricate grease type bearings. Check sheaves for groove wear.

11. Car Doors

Check gibs, guides, up-thrust, shaft bearings, alignment, and operation of cams. Check, clean, and lubricate set screws and contacts. Disassemble and clean door (gate) contacts. Check that clearance between cam and door interlock rollers is correct.

12. Car Door Operator

Replace worn brushes. Inspect and clean commutator. Adjust belts and chains. Clean and adjust gate switch and limit switch contacts. Inspect and adjust drive vane.

13. Motor and Generators

Inspect and clean all commutators. Replace or reseat brushes as necessary.

14. Hoist-way Doors

Inspect, clean, lubricate, and adjust car and hoist-way door rollers, hangers, thrust rollers, idler sheaves, and related cables, tracks, and up-thrust.

15. Miscellaneous

a. Clean and lubricate car fan and blower.

b. Check clearance between counterweight strike plate and buffer with car level with top floor.

III. Semi-Annual Maintenance

1. Buffers

Check oil level of buffers, inspect for corrosion.

2. Selector Drives

Check oil pan reservoir, clean and apply light film of oil on tape, cables, or chains. Inspect, clean, adjust, and lubricate traveling nut and gears.

3. Controllers

Check all resistance tubes, grids, and connections. Lubricate contactor armature shafts. Check alignment of switches, relay timers, and hinge pins. Check all condensers, fuses and fuse holders, and all controller connections. Check solid state trickle charger. Remove and clean fuses, clean fuse holders. Check controller voltages.

4. Car Limit Switch

Inspect contacts for pits and oxidation. Clean contact surfaces. Lubricate with drop of oil on pivot and roller pins.

5. Car Operating Station

Check, clean, and adjust contacts and switches.

6. Mechanical Leveling Switches

Inspect for loose fastenings, rubber tires, and levers. Clean and adjust contacts.

7. Door Interlocks

Clean and inspect door locks, hoods, rollers and levers, and door closures. Complete mechanical and electrical adjustments of all openings.

8. Safety

Check clearances between rail and gripping face at wedges and jaws. Lubricate all pivots.

9. Miscellaneous

Check operation of load weighing device.

IV. Annual Maintenance

1. Rails

Inspect for loose bolts, nicks, and burrs. Inspect joints for smoothness. Fill rail lubricator cup.

**NOTE:** Rails shall be inspected for safety requirements after an earthquake occurrence.

2. Counterweights

Inspect for loose or broken weights. Tighten clamps, replace broken weights.

3. Car Frames

Inspect stiles, planks, and cross-heads for cracks, bends, rust, and loose bolts.

4. Car and Counterweight Runby

Check car and counterweight runby, strike plate to top of buffer.

5. Sheaves

Inspect sheaves to ensure tightness on shaft. Sound spokes and rim with hammer for cracks.

6. Controller

Check overload relays, settings, and operations of overload (manual or automatic).

7. Hoist-ways

Check elevator shaft for settling and cracks in building structure.

8. Motor and Generator

Inspect commutator for uneven bars, arching or burn spots; stone commutators as required.

9. Miscellaneous

- a. Clean armatures and motors with blower or vacuum. Inspect armature and rotor clearances. Inspect motor and M-G set connections, change oil in bearings, and lubricate in accordance with manufacturers' instructions.
- b. The system dispatching, scheduling, emergency service features, and derail sensors shall be tested and adjusted in accordance with manufacturers' specifications.
- c. Maintain the clean exterior of the machinery. Keep it painted and presentable at all times.

5. ELEVATOR COMPONENTS (HYDRAULIC)

Repair of elevator components and subcomponents shall include but not limited to the components and subcomponents listed below:

1. Pump Unit

Including but not limited to: pump, valves, silencers, pulleys, belts, tanks, pipes, springs, and gaskets.

2. Motors

Including but not limited to: motor fields, bearings, packing, rotating elements, armatures, commutators, brushes and brush holders, coils, and wires.

3. Jack Units

Including but not limited to: plunger, guide bearings, packing and packing gland, gaskets, couplings, cylinder head, and pipes.

4. Valves

Including but not limited to: relief valves, pilot, lowering valves, leveling valves, check valves or any of the parts thereof.

5. Controller

The components in the controller including but not limited to: relays, switches, resistors, capacitors, contacts, coils, wires, leads, transformers, fuses, timing devices, resistance tubes and grids, solenoids, rheostats, potentiometer, solid state boards, and components.

6. Starters

Including but not limited to: electrical and mechanical assemblies and components, contacts, relays, resistors, leads, wires, transformers, solid state boards, and components.

7. Car Door Operator

Including but not limited to: power door operator, clutches, cams, rollers, linkages, switches, pulleys, bearings, supports, brackets, control assemblies, resistors, terminal box, d-c motors, gear reducers, sprockets, chains, rods, bushings, and contacts.

8. Door Protective Devices

Including but not limited to: retractable safety edge assemblies, proximity edge assemblies, photo light ray assemblies, key switches, cables, rods, linkages, transistors, switch assemblies, and springs.

9. Car

Including but not limited to: car door hangers and rollers, car door contacts, load weighing equipment, car guide shoes, sills, sub-flooring, fan, emergency light assemblies, alarm bell system, car door assemblies, car steadier, car top inspection station control assemblies, and car position sensor assembly.

10. Hoist-way

Including but not limited to: buffer assemblies guide rails and brackets, fish plate, limit switches, traveling cables, hoist-way and machine room wiring, hoist-way door interlocks, hoist-way door hangers, gibs, rollers, auxiliary closer, position transducers, vanes, magnetic switches, cams, stopping switches, floating tape and tape reader, and pit emergency switch.

11. Fixtures

Including but not limited to: hall button station, main and auxiliary car operating panel, car and hall position indicator panels, hall lanterns, car direction indicator, all signal fixtures and components, contacts, buttons, key switches and locks, lamps sockets, and housing.

12. Accessory Equipment

Including all accessory elevator equipment installed prior to commencement of this contract unless excepted in the exclusion paragraph.

13. Lubricants

Furnish lubricants selected to give the best performance, compounded to the specifications and recommendation of the manufacturer.

14. Hydraulic Fluids

Furnish and maintain hydraulic fluid at proper operating level.

6. SCHEDULE OF MAINTENANCE (HYDRAULIC)

The maintenance requirements listed below in this section are not intended and shall not be construed to be a complete listing of all elevator Equipment maintenance requirements. Where one or more below-listed requirements conflicts with a manufacturers recommendation, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify City of said conflict.

I. Monthly Maintenance

1. Pump Unit

Check tank oil with car at bottom landing. Check for sufficient oil with car at top landing. Check for leaks and empty drip pan. Check motor belt tension and adjust or replace belts when necessary.

2. Cylinder

Check piston head for excessive leakage. Replace "O" rings or gaskets as required. Replace packing, if necessary.

3. Controllers and Starters

Observe operation of controllers and starters. Inspect wiring and alignment. Check contacts for excessive burring. Replace worn contacts and shunts. Check all relays for freedom of movement. Inspect for dust and dirt and for loose connection. Adjust air gaps and mechanical interlocks when necessary.

4. Safety Edge and Car Door Clutch

Check for loose pins, bent fastenings, frayed or loose trail cable, damaged rubber, and free operation. Check contacts, clean and adjust where necessary. Check retracting mechanism, pivot bearing, and rollers for wear. Clean and lubricate all pivots and pins.

5. Car Top Sensor and Door Photo Light Rays/Curtains

Clean projector lamp, photo tubes, windows, lenses, and reflector targets. Check alignment and focus of light rays.

6. Car Door and Gate Operation

Check operations of motors and brakes. Clean, lubricate, and adjust brake, operation of checks, linkages, gears, wiring, motors, check keys, set screws, contacts chains, and retiring cams and fastenings, tracks, and sheaves.

7. Door Closer

Clean, adjust, and lubricate pivot points, sill trips, and checking devices.

8. Motor

Check brushes, connections and bearings. Feel motor for overheating. Check for excessive noise.

9. Car Operating and Signal Devices

Check operation of car operating panels, position indicators, lobby panels, lanterns, and hall stations. Replace burnt out light bulbs, broken push buttons, and faulty switches and restore gongs to operating conditions when required. Check emergency stop and alarm bell.

10. Interlocks and Gate Switches

Inspect contacts for pits and oxidation. Check linkages for loose nuts and pins. Check for worn rollers. Lubricate and wipe dry all pivot surfaces.

11. Shaft Doors and Car Doors

Inspect saddles for obstructions. Inspect door guides for wear. Inspect hanger rollers for oil leaks, lubrication, and wear. Keep felt oilers saturated. Keep tracks clean. Replace bottom guide, if worn.

12. Miscellaneous

- a. Observe operation of signal and dispatching system.
- b. Test manual and emergency control.
- c. Clean and lubricate automatic slowdown and stopping switch.
- d. Clean car top, pit, machine room floor, and equipment as condition warrant. Materials not required for the operation of the elevators shall not be stored at these locations.

## II. Quarterly Maintenance

### 1. Leveling

Clean, adjust, and lubricate leveling switches, and leveling operation, hoist-way vanes, magnets, inductor, and floating tapes. Adjust leveling valve as required.

### 2. Guide Shoes

Inspect for wear, broken rollers and adjust for proper clearance. Replace worn gibs and rollers. Lubricate guide shoe stems.

### 3. Rail Lubricator

Check and fill guide rail lubricators.

### 4. Traveling Cables

Inspect all traveling cables for wear, breaks, and scuff spots. Be sure that loop of cables does not strike pit floor or other obstruction. Check fastenings of traveling cables to see they are hanging properly.

### 5. Car Doors

Check gibs, guides, up-thrust, shaft bearings, alignment, and operation of cams. Check, clean, and lubricate set screws and contacts. Disassemble and clean door (gate) contacts. Check that clearance between cam door interlock rollers are correct.

### 6. Car Door Operator

Replace worn brushes. Inspect and clean commutator. Adjust belts and chains. Clean and adjust gate switch and limit switch contacts. Inspect and adjust drive blocks and drive vanes.

### 7. Hoist-way Doors

Inspect, clean, lubricate, and adjust car and hoist-way door rollers, hangers, thrust rollers, idler sheaves, and relating cables, tracks, and up-thrust.

### 8. Miscellaneous

- a. Clean and lubricate car fan and blower.
- b. Clean, lubricate and adjust overload mechanism.
- c. Clean all motors and pump.
- d. Adjust hydraulic valve as required.

### III. Semi-Annual Maintenance

#### 1. Controller

Check all resistance tubes, grids, and connections. Lubricate contactor armature shafts. Check alignment of switches, relay timers, and hinge pins. Check all condensers, fuses, and fuse holders, and all controller connections. Check solid state trickle charger. Remove and clean fuses, clean fuse holders. Check controller voltages.

#### 2. Car Limit Switches

Inspect contacts for pits and oxidation. Clean contact surfaces. Lubricate with drop of oil all pivot and roller pins.

#### 3. Car Operating Station

Check, clean, and adjust contacts and switches.

#### 4. Mechanical Leveling Switches

Inspect for loose fastenings, rubber tires, and levers. Clean and adjust contacts.

#### 5. Door Interlocks

Clean and inspect door locks, hooks, rollers, levers, and door closures. Complete mechanical and electrical adjustments at all openings.

#### 6. Miscellaneous

Check operation of load weighing devices.

### IV. Annual Maintenance

#### 1. Rails

Inspect for loose bolts, nicks, and burrs. Inspect joints for smoothness. Fill rail lubricator cup.

**NOTE:** Rails shall be inspected for safety requirements after an earthquake occurrence.

#### 2. Car Frames

Inspect stiles, planks, and cross-head for cracks, bends, rust, and loose bolts.

#### 3. Controller

Check overload relays, settings, and operations of overload (manual or automatic).

4. Hoist-way

Check elevator shaft for settling and cracks in the building structure.

5. Miscellaneous

- a. The system dispatching, scheduling, and emergency service features shall be tested and adjusted in accordance with manufacturers' specifications.
- b. Maintain the clean exterior of the machinery. Keep it painted and presentable at all times.

7. ESCALATOR SERVICE REQUIREMENTS:

Preventive Maintenance: The maintenance requirements listed below in this section are not intended and shall not be construed to be a complete listing of all escalator Equipment maintenance requirements. Where one or more below-listed requirements conflicts with a manufacturer's recommendations, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify City of said conflict. All preventive maintenance, repairs and adjustments shall meet the following minimum escalator performance criteria:

Speed -90 feet per minute.

Variance -Variance from rated speed in the up or down direction, regardless of load, shall not exceed  $\pm 5\%$ .

Escalator operation shall be continuously smooth, quiet and safe.

I. Schedule of Maintenance:

Monthly Escalator Maintenance Requirements: The PMP for each escalator Equipment item shall include the following as monthly maintenance requirements:

1. Oil Drip Pans: Check for leaks and empty drip pan. Ensure that drip pans catch all drips.
2. Motor Belts: Check motors belt tension and adjust or replace belts when necessary.
3. Controllers and Starters: Observe operation of controllers and starters. Inspect wiring and alignment. Check contacts for excessive burr. Replace worn contacts and shunts. Check all relays for freedom of movement. Inspect for dust and loose connections.

4. Motor: Check brushes, connections and bearings. Feel motor for overheating. Check for excessive noise.
5. Signal Devices: Check emergency stop and alarm bell.
6. Miscellaneous: Clean pit as conditions warrant. Pit shall be dry and free of any fluid, including water. Contactor shall dispose of all hazardous materials in accordance with this Contract and applicable law.

## II. Annual Escalator Maintenance Requirements:

The PMP for each escalator Equipment item shall include the following as annual maintenance requirements:

1. Gear: Clean and fill ring gear oil bucket with manufacturer's recommended gear oil. Check for gear shavings. If shavings are found, repair or replace gears as required.
2. Chain: Clean and lubricate handrail drive chains with manufacturer's recommended machine oil. Check and adjust chain tension if required.
3. Handrail: Check handrail drive for slippage. Clean and wax handrail guide surface, as required.
4. Step Chain: Clean and adjust step chain novatex boards.
5. Band Tracks: Clean dirt deposits from step band tracks. Tighten any loose fittings.
6. Controller: Check operation of controller. Clean and adjust as required.
7. Bearings: Lubricate main drive shaft bearings, bull gear bearings, upper handrail sheave bearings, lower handrail sheave bearings, lower step chain idler sprockets, and intermediate shaft bearings on units where present with bearing grease.
8. Motor: Clean and lubricate motor with manufacturer's recommended bearing grease.
9. Miscellaneous: Check stopping distance of empty unit. Clean and adjust brake. Lubricate all step flanges. Clean oil drip pans, the full length of the escalator.
10. Step Cleaning: Contractor shall thoroughly clean each escalator step annually.

Contractor shall provide to City reports detailing each inspection, test or maintenance activity. Upon request, the Contractor shall provide time spent and include detailed descriptions of services performed and parts and supplies used, if any. The number of copies to be submitted will be determined at the time of the request by the City.

**AA. VERTICAL TRANSPORTATION SYSTEM MAINTENANCE SERVICE PROVIDER PROVISIONS**

**1. POINT OF CONTACT**

The Contractor shall within fifteen (15) days of provisional notice of contract award, provide the City VTS Project Manager with the name of the primary point of contact and a method with which to contact them twenty-four (24) hours a day, seven (7) days a week throughout the contract period.

**2. CONTRACTOR QUALITY CONTROL**

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the VTS Project Manager, to assure that the requirements of the contract are provided as specified.

The Contractor shall provide a copy of the Quality Control Program with their bid. Whenever the program is revised, three (3) copies shall be sent to the VTS Project Manager. The program shall include the following:

- a. A quality control inspection system covering all services included in the contract. It must specify areas to be inspected on a scheduled or non-scheduled basis and how inspections are to be conducted.
- b. The name(s) of the individual(s) tasked to perform the quality control inspections, their qualifications, and the extent of their authority.
- c. A method for identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes unsatisfactory.

**3. PREVENTIVE MAINTENANCE PLAN (PMP) AND SCHEDULE**

Within fifteen (15) calendar days of award of the Contract, the Contractor shall submit to the City VTS Project Manager a detailed, complete and comprehensive PMP which supports all the equipment covered by this contract. Contractor shall provide a PMP for each conveyance under this Contract for approval by the City. At a minimum, the PMP for each Equipment item shall incorporate the respective manufacturer's maintenance recommendations and the maintenance items specified in this Contract.

The PMP shall be prepared to industry standards, specify the schedule for providing required inspections, lubrication, cleaning and other preventive maintenance services. The PMP shall also include a listing of all parts and materials required to affect the PMP. The PMP shall be developed to maintain the equipment in a continuously safe, reliable and satisfactory operating condition and provide for the regular, systematic examination, cleaning, lubrication, adjustment, and repair of the Equipment, including replacement of parts. City reserves the right to require reasonable changes in the PMP to meet City's operational needs. Contractor shall ensure the PMP is current at all times. Test communication systems and inspect machine room equipment.

The PMP shall establish a method for scheduling, controlling, accomplishing, and verifying required preventive maintenance. The PMP shall also establish an inspection program to identify specific maintenance or repair work to assure continuous equipment operation. The PMP shall summarize all weekly, monthly, quarterly, semi-annual, and annual preventive maintenance requirements. The proposed schedule of preventive maintenance calls shall list the type of work to be performed, the areas to be worked, schedule of dates, and the estimated time to complete the work. The PMP shall reflect the results of a detailed survey and inspection of all equipment by key Contractor personnel.

The PMP shall be updated by the Contractor to reflect any equipment modification or replacement. The PMP, and any updates, must be approved by the City VTS Project Manager before work can begin. Any deviation from the schedule in the PMP must be approved in writing by the VTS Project Manager prior to implementation.

#### 4. PERSONNEL

The Contractor shall furnish sufficient supervisory and working personnel to promptly accomplish all work during regular and prescribed working hours. Personnel shall be certified by Contractor as Elevator Mechanics with a minimum of three (3) years' experience in maintenance of elevators, dumbwaiters and hydraulic hoists while in the employ of or as a licensed Elevator Contractor. Proof of this certification shall be submitted to the City VTS Project Manager within fifteen (15) days of receipt of provisional notice of award. In the case of new employees added during the contract duration, the VTS Project Manager shall be provided the qualifications within five (5) days of the new employee start date.

#### 5. INDEPENDENT CONTRACTOR

Contractor is and shall be an independent Contractor and not an agent of the City hereunder. Any provision in this Contract that may appear to give the City the right to direct Contractor as to the details of doing the work or to exercise a measure of control over the work means that Contractor shall follow the wishes of the City as to end result of the work only.

#### 6. SAFETY PRECAUTIONS

The Contractor shall follow all state and other applicable laws and regulations governing safety. The Contractor shall provide the necessary barricades, signs, warning signals, and ropes as required to protect the public and personnel when elevators are disabled during maintenance. Safety devices shall be placed to direct the public and personnel away from work area.

In addition to those safety precautions required by law the Contractor shall take such other precautions as the City may determine to be reasonably necessary to protect the lives and health of occupants of or visitors to City facilities. The cost of such safety precautions shall be at Contractor's expense. The VTS Project Manager will notify Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately

correct the condition to which attention has been directed. Such notice, when served on the Contractor, or their representative at the work site, shall be deemed sufficient for the purpose aforesaid.

If the Contractor fails, or refuses, to comply promptly, the VTS Project Manager may issue an order requiring Contractor to cease work. Such failure of Contractor to promptly comply may be deemed a material breach of this contract. In addition to all other remedies available in law or equity, the City may assume responsibility for service of this contract.

The Contractor shall be liable to the City for additional costs or expenses incurred by the City to correct any safety issues.

#### 7. HAZARDOUS CONDITIONS

During the course of performing work under this contract, should the Contractor find serious or hazardous conditions existing in any of the elevators, the Contractor shall secure the equipment and immediately notify the City's VTS Project Manager.

#### 8. ASBESTOS WARNING AND CONTRACTOR'S RESPONSIBILITIES

No asbestos has been identified in the elevator hoist-ways and machine rooms of these facilities named herein.

Areas are identified as having no asbestos; however, the Contractor shall still be responsible for ascertaining whether or not asbestos exists in the work area. Contractor may not rely upon such statement to Contractor's detriment.

The work to be done under this contract does not specifically require the removal of, or contact with, any material containing asbestos.

Contractor shall be fully responsible for developing, implementing, and actively supervising a work procedure that will comply with all applicable state and federal occupational health and safety rules and regulations pertaining to asbestos precautions in regards to Contractor's employees. Contractor shall further ensure that all precautions are taken to avoid asbestos contamination of City spaces affecting City personnel.

Should the Contractor's work result in contact with asbestos containing material, all work must stop and the VTS Project Manager must be contacted immediately.

In the event the Contractor contaminates the building, the Contractor shall be responsible for the asbestos contaminant cleanup in all affected areas. Contractor shall also be liable to the City in damage or by way of set-off or retention from contract payments for the City's actual costs or personnel salaries lost because of safety shutdowns in the City work area. The City shall monitor the air samples on a continual basis.

9. DAMAGE REPORT AND REPAIRS

In all instances where City property and equipment are damaged by Contractor's employees, a full report of the facts and extent of such damage shall be submitted to the VTS Project Manager within twenty-four (24) hours of the occurrence. The Contractor shall be responsible for the cost of all repairs to facilities or other City property that is caused by its employees. All repairs shall be completed to the satisfaction of the City. The City shall have discretion to decide who will make the repairs.

10. EQUIPMENT AND MATERIALS

The Contractor shall furnish all equipment parts and materials required to perform the Elevator Maintenance functions in accordance with the specifications described herein. All replacement parts and supplies shall conform to the requirements of ANSI-17.1 or the manufacturer's recommendations. Only new parts, correctly designed and suitable in all respects, shall be furnished. Equivalent parts may be used with the VTS Project Manager's approval.

In addition, the Contractor shall be responsible for taking any action necessary to protect its supplies, materials, and equipment and the property of its employees from loss, damage, or theft.

11. WARRANTY OF SERVICES

All repair work performed by the Contractor shall be covered by a one (1) year warranty against defects in material and workmanship. Any recurrence of maintenance problems due to defects in such material or workmanship within this time frame shall be repaired or replaced by the Contractor immediately at no additional cost to the City. Any material or labor furnished by Contractor to correct Contractor deficiencies shall likewise bear a one (1) year warranty from the date of furnishing or installation, notwithstanding the termination of the contract.

12. MATERIAL SAFETY DATA SHEET

Contractor shall submit to the VTS Project Manager prior to commencement of work copies of the Material Safety Data Sheets of any and all chemicals, compound, lubricants, and oils used and stored in the elevator machine rooms. All containers of chemicals, compounds, lubricants, and oils shall be identified with its corresponding Material Safety Data Sheet label.

13. INSPECTION REPORTS AND SCHEDULE

- a. Contractor shall furnish a report to include: a copy of the time ticket after each inspection showing the time spent, detailed description of services performed, and parts and supplies used; if any. The report shall be sent to the City's VTS Project Manager and shall describe any repair parts necessary to maintain the equipment in safe operating condition but are outside the scope of this Contract. The report shall be furnished to the VTS Project Manager within five (5) working days of inspection.

- b. Contractor shall furnish a copy of the preventive maintenance check-off list after completion of each weekly, monthly, quarterly, semi-annual, and annual preventive maintenance requirements. This report shall be furnished to the VTS Project Manager within five (5) working days of completion of preventive maintenance requirements.
- c. Cumulative records shall be kept for each elevator for the entire contract period. The records shall indicate the date the maintenance and inspection is performed, who performed it, the date of testing and certification. Additionally, the records shall indicate the nature and extent of all repair work, the date the work was discovered or ordered, and the date the work was completed. These records shall be logged in the "Repair Log" and be made available to the City for examination and reproduction upon request, and a complete copy shall be furnished to the City VTS Project Manager upon the expiration or termination of this Contract.

**BB. FACILITY LOCATIONS AND CONTRACT DEFINITIONS**

**A. LOCATION OF FACILITIES**

<b>Location</b>	<b>Address</b>
AEROSPACE HISTORICAL CENT	2001 PAN AMERICAN PLAZA
ALVARADO FILTATION PLANT	5540 KIOWA DRIVE
ALVARADO LAB	5540 KIOWA DRIVE
BALBOA ADMINISTRATION BLD	2125 PARK BLVD
BALBOA PARK CLUB	2150 PAN AMERICAN PLAZA
CASA DE BALBOA	1649 EL PRADO STREET
CASA DEL PRADO	1650 EL PRADO STREET
DE LA CRUZ COMMUNITY CENTER	3901 LANDIS STREET
CENTRAL AREA POLICE STATI	2501 IMPERIAL AVE
CENTRAL LIBRARY (OLD)	820 E STREET
CENTRAL LIBRARY (NEW)	330 PARK BLVD
CITY ADMINISTRATION BLDG	202 C ST - ADMIN BLDG
CITY HGTS/WEINGART LIBRY	3795 FAIRMOUNT AVE
CITY OPERATIONS BUILDING (COB, aka DRC)	1222 FIRST AVE
COLLINA DEL SOL REC	5319 ORANGE AVE
EMTS LAB	2392 KINCAID RD
ENVIRONMENTAL SERVICES DE	9601 RIDGEHAVEN CT
FIRE ALARM BUILDING	8TH AVE & COBBLESTONE DR
FIRE COMMUNICATIONS BLDG	3750 KEARNY VILLA ROAD
FLORENCE RIFORD LA JOLLA	7555 DRAPER ST
FS 02	875 W. Cedar St
FS 05	3902 9th Ave
FS 12	4964 IMPERIAL AVE

FS 17	4206 Chamoune Ave
FS 31	6002 CAMINO RICO
FS 45	9366 friars rd
FS 50	7177 Shoreline Dr.
GEORGE STEVENS SENIOR CTR	570 SOUTH 65TH STREET
GOLDEN HALL (CONCOURSE)	1101 FIRST ST
HALL OF CHAMPIONS	2131 PAN AMERICAN PLAZA
HARBOR DR PEDESTRIAN BRID	83 1/3 PARK BLVD (PARK BL
HOUSING NAV CTR	1401 IMPERIAL AVENUE
LA JOLLA REC CENTER	615 PROSPECT ST
LOGAN HEIGHTS LIBRARY	567 SOUTH 28TH ST
MALCOM-X LIBRARY	5148 MARKET ST
METROPOLITAN BIOSOLIDS CE	5240 CONVOY ST
MID-CITY POLICE SUB-STATN	4310 LANDIS ST
MIRAMAR WATER TREATMENT	10710 SCRIPPS LAKE DRIVE
MISSION VALLEY LIBRARY	2123 FENTON PARKWAY
MOC 2	9192 TOPAZ WAY
MOC 6	5571 KEARNY VILLA RD
MOUNTAIN VIEW REC CENTER	641 S. BOUNDARY ST
MUSEUM OF ART	1450 EL PRADO STREET
MUSEUM OF MAN	1350 EL PRADO STREET
NORTH CITY WATER RECLAMAT	4949 EASTGATE MALL
OCEAN BEACH REC CTR	4726 SANTA MONICA AV
OLD GLOBE THEATER	1363 OLD GLOBE WAY
OTAY MESA FILTRATION	1500 WUESTE ROAD
PARKADE (EVAN V JONES)	150 C ST
PB LIFEGUARD STATION	700 GRAND AVE
POINT LOMA LIBRARY	3701 VOLTAIRE
POINT LOMA WATER TREAT	1902 GATCHELL ROAD
POLICE ADMIN BLDG	1401 BROADWAY
POLICE VEHICLE MAINT SHOP	3940 FEDERAL BLVD
PUMP STATION 1	5530 KIOWA
PUMP STATION 2A	3550 E HARBOR DR
PUMP STATION 2B	4077 N HARBOR DR
PUMP STATION 64	10749 ROSELLE ST
RANCHO BERNARDO LIBRARY	17110 BERNARDO CENTER DR
SANTA FE ST	5975 SANTA FE ST
SOUTH BAY WATER TREATMENT	2411-B DAIRY MART ROAD
STOREROOM 1, BLDG 30	1970 B STREET
TIERRASANTA COMM POOL	11238 CLAIREMONT MESA BLV

TIERRASANTA POOL/REC CTR	11220 CLAIREMONT MESA BLV
WAR MEMORIAL BLDG	3325 ZOO DRIVE
HSSD MOTEL	1801 LOGAN AVE

**B. DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

1. **Adjust:** To regulate, settle, bring to a more satisfactory state or to normal operating condition.
2. **Annual:** Services performed during the contract period at intervals of not less than 300 to not more than 365 days. It shall be considered that there is one (1) annual period of the contract, repeated for each option year to extend the contract if such option is exercised. These services are subject to advance scheduling.
3. **Check:** Examine, inspect, test, or verify by trial.
4. **Component Part:** Any part of any item or system which is detachable or removable from the main body or main assembly of the item or system; some constituent part, an essential part necessary to the performance of the system.
5. **Contractor:** The term "Contractor" as used herein refers to both the prime Contractor and any Subcontractors. The Contractor will be responsible for ensuring that his Subcontractors comply with the provisions of this contract.
6. **Emergency Service:** Service wherein work is required immediately to correct or prevent loss or damage to City property, or to eliminate hazards to Personnel or equipment.
7. **Frequency:** Items of work and frequencies of accomplishment shall be in accordance with frequencies assigned within paragraphs of this specification.
8. **Inspect:** To examine thoroughly, to view closely in critical appraisal.
9. **Maintain:** To keep in a state of satisfactory or optimum repair and efficiency, to preserve from failure or decline.
10. **Maintenance:** Work which is required to repair or maintain elevator equipment in an existing condition, or to restore elevator equipment to manufacturers' or Elevator Consultant's recommended condition by overcoming the effects of wear and tear, disaster, damage, or deterioration. New construction or alteration is not included.
11. **Monthly:** Services performed during calendar months at intervals of not less than twenty-eight (28) to not more than thirty-one (31) days.

12. **Preventive Maintenance:** Preventive maintenance includes regular and systematic examination of the equipment listed and consists of routine periodically scheduled maintenance to preclude or minimize more costly breakdown, maintenance, and repair. Included in Preventive Maintenance are inspection, lubrication, adjustment, and repair (to include disassembly and re-assembly of parts as necessary), which includes replacement of parts as required to correct or minimize operational wear and deterioration. Preventive Maintenance work is continuous and repetitive in nature and is accomplished within the framework of a comprehensive PMP.
13. **Provide:** Shall be understood to mean to provide in place; that is, furnished and installed, ready for use.
14. **Quarterly:** Services performed during the contract period at intervals of not less than eighty (80) to not more than 100 days. It shall be considered that there are four (4) quarterly periods within the period of this contract, repeated for each option year to extend the contract if such option is exercised. The Contractor shall endeavor to adhere to a ninety (90) day schedule for the various sections. These services are subject of advance scheduling.
15. **Regular Hours:** Regular hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except City-approved holidays.
16. **Repair:** To restore or renew to a good or sound condition including all necessary materials. A repair may be accomplished by repair of certain components; this includes disassembly and re-assembly of parts as necessary.
17. **Replace:** To remove damaged, defective, or deteriorated materials or parts and install new or used materials or parts as approved.
18. **Semi-annual:** Services performed during the contract period at intervals of not less than 160 to not more than 200 days. It shall be considered that there are two (2) semi-annual periods within the period of this contract, repeated for each option year to extend the contract if such option is exercised. These services are subject to advance scheduling.
19. **Trouble Call:** Service wherein work is required to correct or repair equipment that is malfunctioning or damaged.
20. **Unsatisfactory Performance** is defined as follows:
  - a. Failure to respond to trouble call, repair call, or service calls within the specified response time; or
  - b. Failure to complete all items in the PMP for the unit being serviced; or
  - c. Failure to properly maintain elevator systems and equipment; or
  - d. Failure to complete all items on the State's Preliminary Orders within thirty (30) calendar days of notification; or

e. Non-compliance or non-performance of any items in any section in this specification.

21. **VTS Project Manager:** The officer designated by the City to administer the contract.

**CC. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the notice of proceed and is responsible for overseeing and monitoring this Contract.

**DD. PRICING SCHEDULE**

The City intends to award one Contract to the lowest, responsive, and responsible bidder for all sections. Pricing shall include all replacement parts, tools, materials, labor, transportation, travel, supervision, overhead, taxes, profit, and any and all other expenses related to the performance of the work specified in this contract. Additionally, price shall include any incidental accessories necessary to make the work complete and perfect in all respects even if not particularly specified. Pricing shall be provided with consideration and in accordance with Prevailing Wage and Living Wage as requirements.

**SECTION A: VARIOUS FACILITIES**

Item No.	Qty	Description	Conveyance Number	Equipment Type	Cost Per Month	Cost Per Year
1	12	Monthly Maintenance per Specifications for AEROSPACE HISTORICAL CENTER	065207	Passenger Hydro	\$185	\$2,220
2	12	Monthly Maintenance per Specifications for ALVARADO FILTATION PLANT	119644	Passenger Hydro	\$185	\$2,220
3	12	Monthly Maintenance per Specifications for ALVARADO FILTATION PLANT	27532	Frt Traction	\$425	\$5,100
4	12	Monthly Maintenance per Specifications for ALVARADO FILTATION PLANT	149975	Passenger Hydro	\$185	\$2,220
5	12	Monthly Maintenance per Specifications for ALVARADO LAB	103330	Passenger Hydro	\$185	\$2,220
6	12	Monthly Maintenance per Specifications for BALBOA ADMINISTRATION BUILDING	97957	Passenger Traction	\$425	\$5,100
7	12	Monthly Maintenance per Specifications for BALBOA PARK CLUB	141057	Wheel Chair Lift	\$95	\$1,140
8	12	Monthly Maintenance per Specifications for CASA DE BALBOA	68287	Frt Hydro	\$260	\$3,120
9	12	Monthly Maintenance per Specifications for CASA DE BALBOA	68288	Passenger Hydro	\$185	\$2,220
10	12	Monthly Maintenance per Specifications for CASA DEL PRADO	52389	Passenger Hydro	\$185	\$2,220
11	12	Monthly Maintenance per Specifications for DE LA CRUZ COMMUNITY CENTER	180179	Hydraulic with Smartrise controls	\$185	\$2,220
12	12	Monthly Maintenance per Specifications for CENTRAL AREA POLICE STATION	118050	Passenger Hydro	\$185	\$2,220
13	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154311	Traction-Pass	\$425	\$5,100

14	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154312	Traction-Pass	\$425	\$5,100
15	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154313	Traction-Pass	\$425	\$5,100
16	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154305	Traction-Pass	\$425	\$5,100
17	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154306	Traction-Pass	\$425	\$5,100
18	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154315	hydro	\$185	\$2,220
19	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154314	Esc	\$650	\$7,800
20	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154307	Esc	\$650	\$7,800
21	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154308	Esc	\$650	\$7,800
22	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154309	Esc	\$650	\$7,800
23	12	Monthly Maintenance per Specifications for CENTRAL LIBRARY (NEW)	154310	Traction-Pass	\$425	\$5,100
24	12	Monthly Maintenance per Specifications for CITY ADMINISTRATION BUILD	040512	Passenger Traction	\$425	\$5,100
25	12	Monthly Maintenance per Specifications for CITY ADMINISTRATION BUILD	040513	Passenger Traction	\$425	\$5,100
26	12	Monthly Maintenance per Specifications for CITY ADMINISTRATION BUILD	040514	Passenger Traction	\$425	\$5,100
27	12	Monthly Maintenance per Specifications for CITY ADMINISTRATION BUILD	040515	Passenger Traction	\$425	\$5,100
28	12	Monthly Maintenance per Specifications for CITY ADMINISTRATION BUILD (CONCOURSE)	039555	Pass Traction	\$425	\$5,100

29	12	Monthly Maintenance per Specifications for CITY HGTS/WEINGART LIBRY	114602	Passenger Hydro	\$185	\$2,220
30	12	Monthly Maintenance per Specifications for CITY OPERATIONS BUILDING (COB, aka DRC)	050412	Passenger Traction	\$425	\$5,100
31	12	Monthly Maintenance per Specifications for CITY OPERATIONS BUILDING (COB, aka DRC)	050414	Passenger Traction	\$425	\$5,100
32	12	Monthly Maintenance per Specifications for CITY OPERATIONS BUILDING (COB, aka DRC)	050417	Frt Hydro	\$260	\$3,120
33	12	Monthly Maintenance per Specifications for CITY OPERATIONS BUILDING (COB, aka DRC)	050973	Passenger Traction	\$425	\$5,100
34	12	Monthly Maintenance per Specifications for COLLINA DEL SOL REC	158129	WCL	\$95	\$1,140
35	12	Monthly Maintenance per Specifications for COLLINA DEL SOL REC	158130	WCL	\$95	\$1,140
36	12	Monthly Maintenance per Specifications for EMTS LAB	125161	Passenger Hydro	\$185	\$2,220
37	12	Monthly Maintenance per Specifications for EMTS LAB	125162	Passenger Hydro	\$185	\$2,220
38	12	Monthly Maintenance per Specifications for ENVIRONMENTAL SERVICES DE	72672	Passenger Hydro	\$185	\$2,220
39	12	Monthly Maintenance per Specifications for ENVIRONMENTAL SERVICES DE	72673	Passenger Hydro	\$185	\$2,220
40	12	Monthly Maintenance per Specifications for FIRE ALARM BUILDING	115290	Wheel Chair Lift	\$95	\$1,140
41	12	Monthly Maintenance per Specifications for FIRE COMMUNICATIONS BLDG	95644	Passenger Hydro	\$185	\$2,220
42	12	Monthly Maintenance per Specifications for FLORENCE RIFORD LA JOLLA	125371	Passenger Hydro	\$185	\$2,220

43	12	Monthly Maintenance per Specifications for FS 02	172917	Passenger Hydro	\$185	\$2,220
44	12	Monthly Maintenance per Specifications for FS 05	172999	Pass Hydro	\$185	\$2,220
45	12	Monthly Maintenance per Specifications for FS 12	136271	Passenger Hydro	\$185	\$2,220
46	12	Monthly Maintenance per Specifications for FS 17	172898	Cable Passenger	\$425	\$5,100
47	12	Monthly Maintenance per Specifications for FS 31	136277	Passenger Hydro	\$185	\$2,220
48	12	Monthly Maintenance per Specifications for FS 45	165342	Passenger Hydro	\$185	\$2,220
49	12	Monthly Maintenance per Specifications for FS 50	180309	Traction-Pass	\$425	\$5,100
50	12	Monthly Maintenance per Specifications for GEORGE STEVENS SENIOR CTR	136349	Wheel Chair Lift	\$95	\$1,140
51	12	Monthly Maintenance per Specifications for GOLDEN HALL (CONCOURSE)	113909	Passenger Hydro	\$185	\$2,220
52	12	Monthly Maintenance per Specifications for GOLDEN HALL (CONCOURSE)	039553	Stage	\$260	\$3,120
53	12	Monthly Maintenance per Specifications for GOLDEN HALL (CONCOURSE)	039556	Frt Hydro	\$260	\$3,120
54	12	Monthly Maintenance per Specifications for GOLDEN HALL (CONCOURSE)	039554	Frt Hydro	\$260	\$3,120
55	12	Monthly Maintenance per Specifications for HALL OF CHAMPIONS	114949	Passenger Hydro	\$185	\$2,220
56	12	Monthly Maintenance per Specifications for HALL OF CHAMPIONS	114950	Frt Hydro	\$260	\$3,120
57	12	Monthly Maintenance per Specifications for HARBOR DR PEDESTRIAN BRID	149702	Pass- Hydro	\$185	\$2,220
58	12	Monthly Maintenance per Specifications for HARBOR DR PEDESTRIAN BRID	149703	Pass- Hydro	\$185	\$2,220

59	12	Monthly Maintenance per Specifications for LA JOLLA REC CENTER	114867	Wheel Chair Lift	\$95	\$1,140
60	12	Monthly Maintenance per Specifications for LOGAN HEIGHTS LIBRARY	149744	Pass -Hydro	\$185	\$2,220
61	12	Monthly Maintenance per Specifications for MALCOM-X LIBRARY	141037	Wheel Chair Lift	\$95	\$1,140
62	12	Monthly Maintenance per Specifications for METROPOLITAN BIOSOLIDS CE	115041	Passenger Hydro	\$185	\$2,220
63	12	Monthly Maintenance per Specifications for METROPOLITAN BIOSOLIDS CE	115042	Frt Hydro	\$260	\$3,120
64	12	Monthly Maintenance per Specifications for METROPOLITAN BIOSOLIDS CE	115208	Frt Hydro	\$260	\$3,120
65	12	Monthly Maintenance per Specifications for METROPOLITAN BIOSOLIDS CE	115220	Frt Hydro	\$260	\$3,120
66	12	Monthly Maintenance per Specifications for MID-CITY POLICE SUB-STATN	108004	Passenger Hydro	\$185	\$2,220
67	12	Monthly Maintenance per Specifications for MIRAMAR WATER TREATMENT	141478	Passenger Hydro	\$185	\$2,220
68	12	Monthly Maintenance per Specifications for MIRAMAR WATER TREATMENT	141479	Passenger Hydro	\$185	\$2,220
69	12	Monthly Maintenance per Specifications for MISSION VALLEY LIBRARY	119645	Pass- Hydro	\$185	\$2,220
70	12	Monthly Maintenance per Specifications for MOC 2	68220	Frt Hydro	\$260	\$3,120
71	12	Monthly Maintenance per Specifications for MOC 2	106388	Passenger Hydro	\$185	\$2,220
72	12	Monthly Maintenance per Specifications for MOC 6	125113	Hydro-VRC	\$185	\$2,220
73	12	Monthly Maintenance per Specifications for MOUNTAIN VIEW REC CENTER	129662	Wheel Chair Lift	\$95	\$1,140
74	12	Monthly Maintenance per Specifications for MUSEUM OF ART	58330	Frt Hydro	\$260	\$3,120

75	12	Monthly Maintenance per Specifications for MUSEUM OF ART	59023	Passenger Hydro	\$185	\$2,220
76	12	Monthly Maintenance per Specifications for MUSEUM OF ART	41066	Dumb Waiter	\$95	\$1,140
77	12	Monthly Maintenance per Specifications for MUSEUM OF ART	42564	Frt Hydro	\$260	\$3,120
78	12	Monthly Maintenance per Specifications for MUSEUM OF MAN	79610	Passenger Hydro	\$185	\$2,220
79	12	Monthly Maintenance per Specifications for MUSEUM OF MAN	154090	Wheel Chair Lift	\$95	\$1,140
80	12	Monthly Maintenance per Specifications for NORTH CITY WATER RECLAMAT	108281	Frt Hydro	\$260	\$3,120
81	12	Monthly Maintenance per Specifications for NORTH CITY WATER RECLAMAT	108136	Passenger Hydro	\$185	\$2,220
82	12	Monthly Maintenance per Specifications for NORTH CITY WATER RECLAMAT	108369	Passenger Traction	\$425	\$5,100
83	12	Monthly Maintenance per Specifications for OCEAN BEACH REC CENTER	149940	Wheel Chair Lift	\$95	\$1,140
84	12	Monthly Maintenance per Specifications for OLD GLOBE THEATER	70088	Passenger Hydro	\$185	\$2,220
85	12	Monthly Maintenance per Specifications for OLD GLOBE THEATER	103171	Passenger Hydro	\$185	\$2,220
86	12	Monthly Maintenance per Specifications for OTAY MESA FILTRATION	93473	Passenger Hydro	\$185	\$2,220
87	12	Monthly Maintenance per Specifications for PARKADE (EVAN V JONES)	040501	Passenger Traction	\$425	\$5,100
88	12	Monthly Maintenance per Specifications for PARKADE (EVAN V JONES)	040502	Passenger Traction	\$425	\$5,100
89	12	Monthly Maintenance per Specifications for PARKADE (EVAN V JONES)	040503	Passenger Traction	\$425	\$5,100
90	12	Monthly Maintenance per Specifications for PARKADE (EVAN V JONES)	040504	Passenger Traction	\$425	\$5,100

91	12	Monthly Maintenance per Specifications for PB LIFEGUARD STATION	136279	Passenger Hydro	\$185	\$2,220
92	12	Monthly Maintenance per Specifications for POINT LOMA LIBRARY	125158	Passenger Hydro	\$185	\$2,220
93	12	Monthly Maintenance per Specifications for POINT LOMA WATER TREAT	115301	Passenger Hydro	\$185	\$2,220
94	12	Monthly Maintenance per Specifications for POINT LOMA WATER TREAT	119003	Passenger Hydro	\$185	\$2,220
95	12	Monthly Maintenance per Specifications for POLICE ADMIN BLDG	81686	Passenger Traction	\$425	\$5,100
96	12	Monthly Maintenance per Specifications for POLICE ADMIN BLDG	81875	Passenger Traction	\$425	\$5,100
97	12	Monthly Maintenance per Specifications for POLICE ADMIN BLDG	84203	Passenger Traction	\$425	\$5,100
98	12	Monthly Maintenance per Specifications for POLICE ADMIN BLDG	81204	Passenger Traction	\$425	\$5,100
99	12	Monthly Maintenance per Specifications for POLICE VEHICLE MAINT SHOP	136080	Passenger Hydro	\$185	\$2,220
100	12	Monthly Maintenance per Specifications for PUMP STATION 1	39656	Frt Traction	\$425	\$5,100
101	12	Monthly Maintenance per Specifications for PUMP STATION 2A	39655	Hydro	\$185	\$2,220
102	12	Monthly Maintenance per Specifications for PUMP STATION 2B	101925	Traction-Pass	\$425	\$5,100
103	12	Monthly Maintenance per Specifications for PUMP STATION 64	95713	Man Lift	\$485	\$5,820
104	12	Monthly Maintenance per Specifications for RANCHO BERNARDO LIBRARY	106466	Hydro	\$185	\$2,220
105	12	Monthly Maintenance per Specifications for SANTA FE ST	84008	Hydro	\$185	\$2,220
106	12	Monthly Maintenance per Specifications for SOUTH BAY WATER TREATMENT	11977	Hydro-Frt	\$260	\$3,120

107	12	Monthly Maintenance per Specifications for STOREROOM 1, BLDG 30	21270	Water Hydro	\$185	\$2,220
108	12	TIERRASANTA COMM POOL	106482	Hydro	\$185	\$2,220
109	12	Monthly Maintenance per Specifications for TIERRASANTA POOL/REC CTR	93335	Hydro	\$185	\$2,220
110	12	Monthly Maintenance per Specifications for WAR MEMORIAL BLDG	119795	WCL	\$95	\$1,140
111	12	Monthly Maintenance per Specifications for HSSD Hotel	TBD	Miscellaneous	\$185	\$2,220
<b>Total Annual Amount</b>						<b>\$ \$355,500</b>

Description	Cost / Hour
Hourly Rate for any additional work as may be required and approved by the VTS Project Manager -Time & Materials Rate-	\$ <u>\$275 per tech Hr.</u>

**PAYMENT AND PERFORMANCE BOND FEE**

Contractor shall provide a one-time Payment and Performance Bond fee for the total amount of the contract.

Description	One-time Fee
Payment and Performance Bond Fee	\$ <u>\$2,000</u>

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

ITB Elevator & Escalator Maintenance for various City facilities  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Otis Elevator Company  
 \_\_\_\_\_  

Legal Name		DBA	
4949 Viewridge Avenue	Sasn Diego	Ca	92123
Street Address	City	State	Zip
Rocco Giaquinto	(858) 514-2827	(860) 755-0252	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Rocco Giaquinto	Sr Service Account manager
Name	Title/Position
San Diego, Ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
Bidder	
Interest in the transaction	

Tim Sprowitz	Regional Sales Manager
Name	Title/Position
San Diego, Ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
Supervising Bidder	
Interest in the transaction	

Brian Kegler	GM
Name	Title/Position
San Diego, Ca	
City and State of Residence	Employer (if different than Bidder/Proposer)
GM of Bidding team	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 11/28/1898 State of incorporation: New Jersey

List corporation's current officers: President: Tracy Embree  
 Vice Pres: Robin Fiala  
 Secretary: Michael Ryan  
 Treasurer: Imelda Suit

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes       No

If **Yes**, after what date: 10/30/1929

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? New York Stock Exchange

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes  No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes  No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JP Morgan Chase Bank

Point of Contact: Miguel Salazar

Address: 10410 Highland Manor Dr. 2nd floor Tampa Fl. 33610

Phone Number: (813) 432-8965

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B197400-2641 Year Issued: 712023

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Eisenhower medical Center

Contact Name and Phone Number: Ed Mcphee  
Contact Email: Emcphee@emc.org  
Address: 39000 Bob Hope Dr. Rancho Mirage Ca.  
Contract Date: December 18, 2023  
Contract Amount: unable To Disclose  
Requirements of Contract: Standby by mechanics

Company Name: Balboa naval Hospital  
Contact Name and Phone Number: David Rothlisberg 619.888.6441  
Contact Email: David.Rothenberg@jjwws.com>  
Address: 34800 Bob Wilson Dr.  
Contract Date: August 1, 2017  
Contract Amount: unable To Disclose

Requirements of Contract: Standby Mechanic  
Company Name: SDSU  
Contact Name and Phone Number: Donna Stewart 6195940180  
Contact Email: dstewart@mail.sdsu.edu  
Address: 5500 Campinile Dr , San Diego 92182  
Contract Date: December 18, 2023  
Contract Amount: unable To Disclose  
Requirements of Contract: Standby mechanics

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No  
  
If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.
2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

**Yes**       **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

**Yes**       **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

**Yes**       **No**

Certification # NA

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # NA
- b. Woman or Minority Owned Business Enterprise Certification # NA
- c. Disadvantaged Business Enterprise Certification # NA

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  **Yes**       **No**      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: NA

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: NA

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

**Brian Kegler /GM**

Name and Title



Signature

12/20/23

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

**Brian Kegler/GM**

Print Name, Title



Signature

12/20/23

Date

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

**I. City's Equal Opportunity Contracting Commitment.**

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

**II. Definitions.**

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: OTIS Elevator Company

Certified By Brian Kegler Title \_\_\_\_\_

General Manager  
Name  
Otis - San Diego

  
Signature

Date 12/20/23

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: OTIS ELEVATOR COMPANY

ADA/DBA: OTIS ELEVATOR COMPANY

Address (Corporate Headquarters, where applicable): ONE CARRIER PLACE

City: FARMINGTON County: HARTFORD State: CT Zip: 06032

Telephone Number: 860-676-6000 Fax Number: 860-676-5111

Name of Company CEO: Gregory V. Hayes

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 4949 Viewridge Avenue

City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92123

Telephone Number: 858-560-5881 Fax Number: 858-560-7465 Email: Rocco.Giannicola@otis.com

Type of Business: ELEVATOR/ESALATOR INSTALL REPAIR Type of License: C-11 ELEVATOR CONTRACTOR LICENSE

The Company has appointed: JARED ANTHONY

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: WESTERN REGION

Telephone Number: 860-402-0495 Fax Number: N/A Email: JARED.ANTHONY@otis.com

- One San Diego County (or Most Local County) Work Force - Mandatory  
 Branch Work Force \*  
 Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of OTIS ELEVATOR  
(Firm Name)

SAN DIEGO, CA hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 20TH day of DECEMBER, 2023

[Signature]  
(Authorized Signature)

Brian Kegler  
General Manager  
(Print Authorized Signature Name)  
Otis - San Diego

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: OTIS Elevator Co. DATE: 12/18/2023

OFFICE(S) or BRANCH(ES): SAN DIEGO COUNTY: SAN Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												8		
Professional						1						2		
A&E, Science, Computer					2									
Technical												1		
Sales				1		1						5	3	
Administrative Support						2							2	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1	2	4							16	5	
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Grand Total All Employees 28

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	N/A													
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: OTIS Elevator Co. DATE: 12/18/2023

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers	2		9						1		86			
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	2		9						1		86			
--------------------	---	--	---	--	--	--	--	--	---	--	----	--	--	--

**Grand Total All Employees** 98

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	N/A													
----------	-----	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

# OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

Bonding Limits: \$500MM Aggregate

\$100MM per project

Otis Corporate Directors:  
Names & Address

Judy Marks  
Mark R. George

One Carrier Place  
Farmington, CT 06032

Otis Corporate Officers:

Thomas R. Vining – President, Otis Americas  
13995 Pasteur Blvd., 4S, Palm Beach Gardens, FL 33418  
Christopher Witzky – Treasurer  
One Carrier Place, Farmington, CT 06032  
Stacy M. Laszewski – VP Finance, Otis Americas  
13995 Pasteur Blvd., 4S, Palm Beach Gardens, FL 33418

Credit/Trade: [depends on Vendor]

Dun & Bradstreet No.: 00-1534676

Otis Federal ID No: 13-5583389

Fiscal Year End: December 31

Geographical Area: 5 regional offices throughout U.S. and Canada

Insurance Companies &  
Policy Numbers:

General Liability:

- Hartford Fire Insurance Co. (All States):  
Policy #: 02CSET10004
- GL Effective Date: April 1, 2018  
GL Expiration Date: April 1, 2019

Automobile Liability:

- Hartford Fire Insurance Co.  
(All states except HI):  
Policy #: 02CSET10000
- Hartford Underwriters Ins. Co., (HI only):  
Policy # 02CSET10019
- Auto Effective Date: April 1, 2018  
Auto Expiration Date: April 1, 2019

# OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

Workers' Comp. & Employers' Liability:

- New Hampshire Insurance Company (CA):  
Policy # WC 015519205
- National Union Fire Ins. Co. of PA (CT):  
Policy #: XWC 6583040
  
- New Hampshire Insurance Company (AL, AR, CO, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, ME, MI, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV):  
Policy # WC 015519204
- New Hampshire Ins Co. (NJ):  
Policy # WC 015519209
- New Hampshire Ins Co. (ND, OH, WA, WI, WY):  
Policy # WC 015519211
- New Hampshire Ins Co. (FL):  
Policy # WC 0155192506
- New Hampshire Ins Co. (MA):  
Policy # WC 015519212
- New Hampshire Ins Co. (MN):  
Policy # WC 015519208
- New Hampshire Insurance Co. (PA)  
Policy # WC 015519210
- New Hampshire Insurance Co. (IL, KY, NC, NH, UT, VT)  
Policy # WC 015519207
- New Hampshire Insurance Co (AK, AZ, VA)  
Policy # WC 015519203
  
- WC Effective date: 4/1/18-4/1/19

MBE/WBE/SBE:

We are not a minority, women-owned or small business enterprise.

Parent Company:

United Technologies Corporation  
10 Farm Springs Rd  
Farmington, CT 06034

Sales/Use Tax Group  
Treasury, Controllars  
& Pension:

8 Farm Springs  
Farmington, CT 06034

Parent Company Federal  
Identification No.:

06-0570975

**OTIS ELEVATOR COMPANY  
CONTRACTOR QUALIFICATION STATEMENT**

Parent Company Directors (14)

UTC Board of Directors

Names:

Gregory J. Hayes  
Lloyd J. Austin III  
Diane M. Bryan  
John V. Faraci  
Jean-Pierre Garnier  
Ellen J. Kullman  
Marshall O. Larsen  
Harold McGraw III  
Margaret (Meghan) L. O'Sullivan  
Fredric G. Reynolds  
Brian C. Rogers  
Christine Todd Whitman

Parent Address:

10 Farm Springs Rd  
Farmington, CT 06034

Parent Company Officers  
Names & Addresses:

Gregory J. Hayes, President and CEO  
Akhil Johri, Executive VP and CFO  
Charles D. Gill, Executive VP and General Counsel  
David R. Whitehouse, Corporate Vice President, Treasurer

10 Farm Springs Rd  
Farmington, CT 06034

Significant Local Projects:

Current: *Complete locally*

Completed: *Complete locally*

Formal Safety Program:

Yes

Formal Quality Assurance  
Program:

Yes

Safety Inspections:

Monthly

Safety Meetings:

Yes

Safety Committee

Monthly

Field Associates:

Monthly

## OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

Safety Topic: New Hires:	Weekly As Hired (New Hire Training Program)
Failed to Complete a Contract:	No
Bankruptcy/Reorganization:	No
Union Affiliation:	International Union of Elevator Constructors  Otis Elevator Company does not participate in any other unions or locals.
Claims, Litigation and Default:	
Litigation & Claims:	Otis Elevator Company is currently engaged in various legal proceedings, some of which are being handled by our insurance carriers. Otis Elevator Company is also on notice of various claims against it. Otis Elevator Company is advised that none of this litigation or any of these of claims will have a material adverse impact on the company's operations nor will it impair the company's ability to perform if awarded a contract for this project.
Default:	Otis Elevator Company has been in business for over 150 years. Over the course of 150 years, there may have been some defaults, but Otis Elevator Company does not maintain records in a format that would make this information retrievable in an economically feasible manner.

### **Environmental, Health & Safety Pre-Qualification Information**

**CODES:**

The Otis Workers' Compensation Job Classification Code is #5160 (Elevator Installation and Repair).

The Otis SIC (Standard Industrial Classification) is 1796.

## OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

Experience Modification Rate (EMR) for the LAST 6 years:

Rating Bureaus		Rating Effective Dates					
Bureau	Risk ID#	4/1/2013	4/1/2014	4/1/2015	4/1/2016	4/1/2017	4/1/2018
NCCI	910620061	.56	.58	.55	.55	.52	Pending
PA	2087731	.674	.628	.641	.640	.656	.679
NJ	344160	.424	.508	.403	.342	.244	Pending
CA	76507-F	.68	.69	.65	.59	.51	Pending
MI	151-664-7-A	.65	.50	.49	.50	.53	.48
DE	2087731	.898	.890	.905	.835	.826	.804

'Pending' means that modifications have not, at this writing, been issued by the rating bureau, e.g. the modification is not available.

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The following is a compilation of OTIS' OSHA Form 300 injury and illness data for the last Six years:

*Note: This information is given on a regional basis. You can inquire about this information by reviewing your safety statistical report mailed out monthly or contacting your Safety Manager.*

ITEM/YEAR	2013	2014	2015	2016	2017
<b>Number of Lost Workday Cases Only (not days lost)</b>	21	21	17	23	14
<b>Number of Recordable Cases:</b>	125	125	119	123	113
<b>Lost Workday Case Frequency Rate [LWC X 200,000] /hours worked =</b>	.26	.21	.27	.23	.14
<b>D.A.R.T. (Days Away &amp; Restricted day cases) Frequency Rate [DA&amp;R X 200,000/hour worked =</b>	54.14	51.78	48.15	33.54	44.04
<b>d) Recordable Case Frequency Rate [RC X 200,000/hour worked =</b>	1.63	1.56	1.39	1.35	1.18

\* A Medical Treatment Case is a case in which an on-the-job injury requires other than first aid treatment and not considered a restricted or lost workday as defined by the Bureau of Labor Statistics recordability criteria. (E.G., laceration with stitches, a third degree burn, prescription medication, fractures, etc.). First aid injury treatment cases are not required to be posted on the OSHA 300 or MSHA 7000-2 logs.

List number of fatalities OTIS has had in the last three years:

0

## OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

List any OSHA serious, repeat, willful or criminal citations and any MSHA significant and substantial (S&S) citations your firm has had in the last three years. This information is public and can be found on the OSHA website (www.Osha.gov) under "Data & Statistics".

Note: When this type of information is requested OTIS will make available the necessary information when the negotiation considers this critical to securing the contract.

*Call your safety manager for assistance.*

Accident reports (OSHA) and report summaries are sent according to the following:

	Monthly	Quarterly	Annually	Never
Field Superintendent	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
Vice President of Business Unit	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>
President of Firm	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>      </u>

The field supervisor(s) receives safety training according to the following (This includes when they conduct safety readings with their field workforce.):

Weekly   X   Monthly   X   Quarterly   X   Other       

Project safety inspections are conducted as follows:

- The supervisor on a weekly basis completes the job site safety inspections.
- Superintendents conduct a construction Per-work safety inspection (New Equipment Pre-work Safety Checklist).
- Superintendents conduct a contractors safety inspection prior to starting work (Contractors Per-Start Checklist)
- The job site foreman-in-charge conducts job site inspections on a daily basis to review current conditions and conditions that may have changes from the previous days work activities.
- The inspections are conducted by all levels of management.

### **Accident records and accident summaries**

Accident records and accident summaries are kept and reported as follows:

ITEM	Yes	No	Monthly	Annually
Accidents Totaled for the Entire Company	X			
Accidents Totaled by Project		X		

## OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

The costs of individual accidents are kept and reported as follows:	Yes	No	Monthly	Annually
Costs totaled for Entire Company	X	X	X	X
Costs Totaled by Project				
Subtotalled by Superintendent	X		X	X
Subtotalled by First Line Supervisor	X		X	X

**OTIS safety organization**

OTIS safety organization is as follows:

Sr. EH&S Manager, Environment Health & Safety and Quality, OTIS Elevator Co., North & South American Area

Safety responsibilities at a specific job site are delegated to:

*Construction Superintendent or Service Supervisor assigned to the project.*

**Substance Abuse Program**

OTIS has a controlled substance/drug abuse and post incident testing program

*You can request a copy from your Human Resources Manager.*

**Written Safety Program**

OTIS has a written safety program.

*You can send one copy of the OTIS field employee safety handbook with this request but place a note on it that this information is copyright property of OTIS Elevator Company and not to be given out.*

OTIS' Safety Program contains the following:

	<u>YES</u>	<u>NO</u>
1. Policy Statements:		
a. Company Statements	<u>X</u>	_____
b. Substance Abuse	<u>X</u>	_____
c. Rule/Program Enforcement	<u>X</u>	_____
2. Safety/Health Procedures:		
a. Fall Protection	<u>X</u>	_____
b. Scaffolding/Work Platform	<u>X</u>	_____
c. Perimeter guarding/floor, wall and roof openings	<u>X</u>	_____
d. Mobile Equipment Safety	<u>X</u>	_____
e. Housekeeping	<u>X</u>	_____
f. Fire Protection	<u>X</u>	_____
g. Injury Treatment Procedure, First-aid Facilities	<u>X</u>	_____
h. Emergency procedures, Rescue, Evacuation	<u>X</u>	_____

## OTIS ELEVATOR COMPANY CONTRACTOR QUALIFICATION STATEMENT

i. Hazard Recognition/MSDS	<u>  X  </u>	<u>      </u>
j. Toxic Substances	<u>      </u>	<u>  X  </u>
k. Trenching / Excavation	<u>      </u>	<u>  X  </u>
l. Signs, Barricades, Flagging	<u>  X  </u>	<u>      </u>
m. Electrical Safety	<u>  X  </u>	<u>      </u>
n. Rigging (yes) / Crane (no) Safety	<u>  X  </u>	<u>  X  </u>
o. Confined Space Entry	<u>  X  </u>	<u>      </u>
p. Welding/Burning Permit Procedures	<u>  X  </u>	<u>      </u>
q. Asbestos Abatement	<u>      </u>	<u>  X  </u>
r. Asbestos Awareness	<u>  X  </u>	<u>      </u>
s. Lockout/Tagout	<u>  X  </u>	<u>      </u>

3. Personal Protective Equipment Requirements:

a. Head Protection	<u>  X  </u>	<u>      </u>
b. Eye Protection	<u>  X  </u>	<u>      </u>
c. Hearing Protection	<u>  X  </u>	<u>      </u>
d. Foot Protection	<u>  X  </u>	<u>      </u>
e. Respiratory Protection	<u>  X  </u>	<u>      </u>
f. Chemical Protective Clothing	<u>  X  </u>	<u>      </u>

4. Approved Mine Safety & Health Administration (MSHA) Training Program for subcontractors (vendors): (See EH&S website for details)   X         

- All current employees are trained in the above safety program.
- OTIS has a formal orientation program for all new hires on the above safety program.

OTIS has a written safety program for newly hires or promoted supervisors, which contains instruction on the following:

	<u>  YES  </u>	<u>  NO  </u>
1. All elements of your written safety program	<u>  X  </u>	<u>      </u>
2. Methods of safe work process	<u>  X  </u>	<u>      </u>
3. Toolbox safety Topics	<u>  X  </u>	<u>      </u>
4. Emergency procedures	<u>  X  </u>	<u>      </u>
5. Personal Protective Equipment	<u>  X  </u>	<u>      </u>
6. Accident investigation	<u>  X  </u>	<u>      </u>
7. Fire prevention/protection	<u>  X  </u>	<u>      </u>
8. Fall Protection policy	<u>  X  </u>	<u>      </u>
9. Job Hazard Analysis	<u>  X  </u>	<u>      </u>
10. Hazardous Communication	<u>  X  </u>	<u>      </u>

- Toolbox safety topics are held on a weekly basis.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

# CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX

OTIS ELEVATOR CO  
TAX DEPARTMENT  
4949 VIEWRIDGE AVE  
SAN DIEGO CA 92123-1662

Certificate Number: B1974002641  
Business Name: OTIS ELEVATOR CO  
Business Owner: OTIS ELEVATOR CO  
Business Address: 4949 VIEWRIDGE AVE  
SAN DIEGO CA 92123-1662

Primary Business Activity: OTHER MISCELLANEOUS STORE RETAILERS

Secondary Business Activity:

Effective Date: 07/01/2023  
Expiration Date: 06/30/2024

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO  
CERTIFICATE OF PAYMENT OF BUSINESS TAX  
PO BOX 122289, SAN DIEGO, CA 92112-2289  
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
(619) 615-1500; FAX (619) 533-3272  
[www.sandiego.gov/treasurer](http://www.sandiego.gov/treasurer)

Certificate Number: B1974002641 PIN: VAW00

Business Name: OTIS ELEVATOR CO  
Business Owner: OTIS ELEVATOR CO  
Business Address: 4949 VIEWRIDGE AVE  
SAN DIEGO CA 92123-1662

Primary Business Activity: OTHER MISCELLANEOUS STORE RETAILERS

Secondary Business Activity:

Effective Date: 07/01/2023  
Expiration Date: 06/30/2024

Mailing Address: OTIS ELEVATOR CO  
TAX DEPARTMENT  
4949 VIEWRIDGE AVE  
SAN DIEGO CA 92123-1662



OTIS ELEVATOR CO  
TAX DEPARTMENT  
4949 VIEWRIDGE AVE  
SAN DIEGO, CA 92123-1662



This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

**This certificate is NOT transferable for a change in business ownership.**

See reverse side.



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **7031**

Entity **CORP**

Business Name **OTIS ELEVATOR COMPANY**

Classification(s) **C11**

Expiration Date **11/30/2025**

[www.csib.ca.gov](http://www.csib.ca.gov)



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

if found, drop in any mailbox  
Postage guaranteed by  
Contractors State License Board  
P.O. Box 28000 Sacramento CA 95828

Licensee Signature

# MRL Elevator (Traction)

Test	Category 1 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T17**	<b>Governor Safety Test:</b> Governor is operated manually with no load in car, down direction at slow speed. Include test of governor, safeties, buffers and terminal stopping devices. Reference: 8.6.4.4 - 8.6.4.12 - 8.6.4.19.1 - 8.6.4.19.2 - 8.6.4.19.3 - 8.6.4.19.5	12 Months		<input type="checkbox"/>
TECT1	<b>Cartop Devices Operation Safety Test</b> Broken rope, tape or chain switches are tripped to confirm stop motion. Includes test of other top of car devices designed to stop motion. Reference: 8.6.4.19.9 - 8.6.4.19.10	12 Months		<input type="checkbox"/>
TEDP1	<b>Car Door Performance Test</b> Power operated doors are tested to confirm kinetic energy forces are within limits. Includes horizontal sliding power operated car and hoistway doors. Reference: 8.6.4.13.1 - 8.6.4.13.2 - 8.6.4.19.8	12 Months		<input type="checkbox"/>
TERS1	<b>Rescue Operation Test</b> Battery powered back-up operation systems designed to move the car are tested. Include test of Manual Rescue Operation or Emergency Return Units. Reference: 8.6.4.19.7 - 8.6.4.20.5	12 Months		<input type="checkbox"/>
TXEPX	<b>Standby Power / Emergency Power Test</b> Operate empty elevator on building's generator or emergency power source. Coordinate with building management. Reference: 8.6.4.19.7 - 8.6.4.20.5	12 Months		<input type="checkbox"/>
TXFAX	<b>Annual Fire Service Test</b> Perform complete test of Fire Service Operation, co-ordinate with building Mngt. Turn keyswitches, run elevator, test door operation, buttons, signage, etc... Reference: 8.6.4.19.6	12 Months		<input type="checkbox"/>

Test	Category 5 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T18**	<b>Governor Safety Test</b> Includes safeties, governors, buffers, brake, emerg term switches and emerg brakes. Reference: 8.6.4.4 - 8.6.4.5 - 8.6.4.6 - 8.6.4.12 - 8.6.4.19.1 - 8.6.4.19.2 - 8.6.4.19.3 - 8.6.4.19.5 - 8.6.4.20.1 - 8.6.4.20.2 - 8.6.4.20.3 - 8.6.4.20.4 - 8.6.4.20.6 - 8.6.4.20.10 - 8.6.4.20.11	60 Months		<input type="checkbox"/>
TTDZ5	<b>Door Zone Confirmation Test</b> Power operated doors are tested to ensure opening only occurs when at landing. Include leveling zone, leveling speed under 150fpm and inner landing zone of max 3". Reference: 8.6.4.20.7 - 8.6.4.20.8 - 8.6.4.20.9	60 Months		<input type="checkbox"/>

Test	Other Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
TEDT1	<b>Data Tag Confirmation Test</b> Examine current status of test tags, seals and completion documentation. Reference: 8.6.1.7.2	12 Months		<input type="checkbox"/>
TEEC1	<b>Emergency Communication Test</b> Verify in-car communication devices for proper operation. Reference: 8.6.4.15	6 Months		<input type="checkbox"/>
TEEM1	<b>Emergency Light Test</b> Remove cab light normal power to activate battery back-up or alternate light source. Reference: 8.6.4.15	6 Months		<input type="checkbox"/>
TEHW*	<b>Hoistway Door Operation Safety Test</b> Confirm open doorlock will prevent movement of elevator at all landings. Reference: 8.6.4.13.1	12 Months		<input type="checkbox"/>
TTBS1	<b>Brake Performance Test</b> Verify brake holding capacity with slide test, torque or weight method. Reference: 8.6.4.6	12 Months		<input type="checkbox"/>
TXEQX	<b>Earth Quake Protection / Seismic Test</b> Manually trip seismic trigger to confirm proper operation. Reference: 8.4.10.1.4	12 Months		<input type="checkbox"/>
TXFMX TXFQX	<b>Fire Service Keyswitch Test (Monthly or Quarterly)</b> Turn phase 1 keyswitch, elevator to return to egress landing and open doors. Turn phase 2 keyswitch, run elevator, test door operation, keyswitch and buttons. Reference: 8.6.11.1	1 Month 3 Months		<input type="checkbox"/>

# MRL Elevator (Traction)

<b>99**</b>	<p><b>Each Unit Visit:</b></p> <p>Examine condition of cab enclosure, including ceiling, wall panels, handrails and operating panel.</p> <p>Ride elevator from top to bottom, stopping at multiple landings including main landings.</p> <p>Check leveling accuracy. Listen for unusual noises, excessive vibrations or other ride quality exceptions.</p> <p>Observe normal operation of power doors, including open, close and reversal.</p> <p>Document completed scheduled task, complete or plan additional task as needed.</p> <p>Return elevator to service. Inform customer (if available) of status.</p> <p>Reference: 8.6.4.13.1 - 8.6.4.16</p>
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Reference = ASME A17.1a-2008/CSA B44a-08

	<b>Maintenance Task</b>	<b>Frequency</b>	Indicate Modified Frequency	√ If excluded from contract
<b>MC05A</b>	<p><b>Car Door and Operator Examination &amp; Maintenance</b></p> <p>Examine car door panels, operator and door linkage equipment. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.13.1 - 8.6.4.13.2</p>	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean & lubricate car door & operator components.	MC05B		
	c) Renew or adjust chains, belts, brushes and linkage components.	MC05C		
	d) Renew or adjust cams, switches, sprockets, motors components.	MC05D		
<b>MC15A</b>	<p><b>Cartop Examination &amp; Maintenance</b></p> <p>Examine car top and equipment located on car top. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.3 - 8.6.4.5 - 8.6.4.9 - 8.6.4.14</p>	<b>6 Months or 394,200 Runs</b>		<input type="checkbox"/>
	b) Clean excessive dirt and debris from cartop & equipment.	MC15B		
	c) Lubricate, adjust or renew guides, steadier plates and components.	MC15C		
	d) Verify ground. Secure shackles, reader boxes, switches and covers.	MC15D		
<b>MH05A</b>	<p><b>Bi-Parting HW Door Examination &amp; Maintenance</b></p> <p>Examine hoistway door equipment from inside hoistway and at landing. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.7 - 8.6.4.13.1 - 8.6.4.13.2</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean excessive dirt and debris from door panels, locks & linkage.	MH05B		
	c) Lubricate, adjust or renew guides, chains and rods.	MH05C		
	d) Adjust or renew locks, unlocking devices, motors, cams, sprockets.	MH05D		
<b>MH10A</b>	<p><b>Counterweight &amp; Comp Examination &amp; Maintenance</b></p> <p>Examine counterweight and compensation equipment. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.1 - 8.6.4.18 - 8.6.5.10</p>	<b>18 Months or 855,360 Runs</b>		<input type="checkbox"/>
	b) Clean counterweight, lubricate, adjust or renew guides & covers.	MH10B		
	c) Adjust compensation rope/chains, fastenings and guides.	MH10C		
	d) Lubricate 2:1 car & counterweight and rope compensation sheaves.	MH10D		
<b>MH15A</b>	<p><b>Fixture Examination &amp; Maintenance</b></p> <p>Examine fixtures, lamps, keyswitches, signals and signage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.14 - 8.6.4.15</p>	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Renew, correct or adjust fixtures in the cab & at main landings	MH15B		
	c) Renew, correct or adjust hall buttons, faceplates and signs.	MH15C		
	d) Renew, correct or adjust hall lanterns and lobby panel fixtures.	MH15D		
<b>MH20A</b>	<p><b>Hoist Rope Examination &amp; Maintenance</b></p> <p>Examine ropes and drive sheave for lubrication, wear, tension or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.1 - 8.6.4.2 - 8.6.4.10 - 8.6.4.11 - 8.6.5.10 - 8.6.5.16.3</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Lubricate hoist ropes, confirm sheave groove depth, rope condition.	MH20B		
	c) Confirm rope length, inspect at shackles & check hardware.	MH20C		
	d) Measure for diameter and breaks. Adjust tension as needed.	MH20D		
<b>MH23A</b>	<p><b>Coated Steel Belt Examination &amp; Maintenance</b></p> <p>Examine belts and drive sheave for cleanliness, wear, tension or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.1 - 8.6.5.10 - 8.6.5.16.2 - 8.6.5.16.3</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean and inspect belts for wear patterns, vibrations, heat or damage.	MH23B		
	c) Inspect belts at shackles & check hardware. Adjust tension as needed.	MH23C		
	d) Confirm Pulse monitoring operation. Inspect 2:1 sheaves for damage.	MH23D		
<b>MH25A</b>	<p><b>Hoistway Door Examination &amp; Maintenance</b></p> <p>Examine hoistway doors for cleanliness, wear, alignment or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.7 - 8.6.4.13.1</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean door panels, tracks & sills. Lubricate pivot points. Check gibs.	MH25B		
	c) Adjust or renew hanger rollers, upthrust, closers and relating devices.	MH25C		
	d) Adjust or renew door locks, rollers, pins and contacts. Verify ground.	MH25D		

# MRL Elevator (Traction)

Task	Maintenance Task Continued	Frequency	Indicate Modified Frequency	√ If excluded from contract
<b>MH30E</b>	<b>Hoistway Sheaves Maintenance &amp; Lubrication</b> Examine overhead, secondary or auxiliary sheaves or pulleys. Clean, inspect and lubricate to ensure proper operation. Secure guards. Reference: 8.6.4.7 - 8.6.4.18	<b>24 Months or 1,140,480</b>		<input type="checkbox"/>
<b>MH30F</b>	<b>Hoistway Sensors &amp; Auxiliary Switches Maintenance</b> Examine overhead, secondary or auxiliary sensors & switches. Clean, inspect and lubricate to ensure proper operation. Secure guards. Reference:	<b>As Needed</b>		<input type="checkbox"/>
<b>MH30G</b>	<b>Hoistway Cleandown</b> Schedule with building based on observations or contractual requirements. Remove excessive debris from beams, rails, brackets and sills. Reference: 8.6.4.7	<b>As Needed</b>		<input type="checkbox"/>
<b>MM05A</b>	<b>Brake Examination &amp; Maintenance</b> Examine brake for proper operation, clearance and hardware. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.6	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean brake assembly, lubricate pivot points, check brake switch.	MM05B		
	c) Disassemble brake coil and cores. Clean, lubricate and/or renew.	MM05C		
	d) Disassemble brake shoes and springs. Clean, adjust and/or renew.	MM05D		
<b>MM15A</b>	<b>Controller Examination &amp; Maintenance</b> Examine controller cabinet & components for cleanliness, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8 - 8.6.4.16	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean cabinet, renew fans, filters, replace covers. Verify ground.	MM15B		
	c) Adjust or renew relays, overloads, resistors and rectifiers as needed.	MM15C		
	d) Adjust or renew electronic components and wiring as needed.	MM15D		
<b>MM20A</b>	<b>Governor Examination &amp; Maintenance</b> Examine governor & rope for cleanliness, alignment, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.2 - 8.6.4.12	<b>18 Months or 855,360 Runs</b>		<input type="checkbox"/>
	b) Clean and lubricate pivot points, secure cover and confirm seals.	MM20B		
	c) Check sheave, groove and jaws for wear or damage.	MM20C		
	d) Check switches, contacts and linkage for damage. Verify ground.	MM20D		
<b>MM30A</b>	<b>Machine Examination &amp; Maintenance</b> Examine hoist machine for cleanliness, lubrication, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8 - 8.6.4.17	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean machine and area. Lubricate bearings and check oil levels.	MM30B		
	c) Adjust or renew brushes, brush rigging, transducers and fans.	MM30C		
	d) Replace oil, drain, check ring & worm gears and replace.	MM30D		
<b>MP05A</b>	<b>Bottom of Car Examination &amp; Maintenance</b> Examine bottom of car equipment for cleanliness, lubrication and condition. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.3 - 8.6.4.5	<b>24 Months or 1,140,480</b>		<input type="checkbox"/>
	b) Clean excessive dust. Adjust hitches, isolation and switches.	MP05B		
	c) Lubricate, adjust or renew guides, ensure running clearances.	MP05C		
	d) Clean safeties, lubricate pivots, ensure SOS switch alignment.	MP05D		
<b>MP15A</b>	<b>Pit Examination &amp; Maintenance</b> Examine pit and pit equipment for cleanliness, lubrication and condition. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.3 - 8.6.4.4 - 8.6.4.7 - 8.6.4.18 - 8.6.5.10	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean pit floor and pit equipment. Remove excessive debris.	MP15B		
	c) Adjust or renew buffers, switches, sheaves and components.	MP15C		
	d) Lubricate pit sheaves, bushings, bearings and guides.	MP15D		



# Traction Elevator (traditional)

Test	Category 1 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T17**	<b>Governor Safety Test:</b> Governor is operated manually with no load in car, down direction at slow speed. Include test of governor, safeties, buffers and terminal stopping devices. Reference: 8.6.4.4 - 8.6.4.12 - 8.6.4.19.1 - 8.6.4.19.2 - 8.6.4.19.3 - 8.6.4.19.5	12 Months		<input type="checkbox"/>
TECT1	<b>Cartop Devices Operation Safety Test</b> Broken rope, tape or chain switches are tripped to confirm stop motion. Includes test of other top of car devices designed to stop motion. Reference: 8.6.4.19.9 - 8.6.4.19.10	12 Months		<input type="checkbox"/>
TEDP1	<b>Car Door Performance Test</b> Power operated doors are tested to confirm kinetic energy forces are within limits. Includes horizontal sliding power operated car and hoistway doors. Reference: 8.6.4.13.1 - 8.6.4.13.2 - 8.6.4.19.8	12 Months		<input type="checkbox"/>
TERS1	<b>Rescue Operation Test</b> Battery powered back-up operation systems designed to move the car are tested. Include test of Manual Rescue Operation or Emergency Return Units. Reference: 8.6.4.19.7 - 8.6.4.20.5	12 Months		<input type="checkbox"/>
TESR1	<b>Slack Rope Test - Drum Elevators</b> Manually operate the slack rope device on drum machines to confirm stop motion. Inspect and adjust drum machine rope fastening to eliminate fatigue or damage. Reference: 8.6.4.10 - 8.6.4.19.4	12 Months		<input type="checkbox"/>
TTUM1	<b>Unintended Motion/Ascending Car Protection Test</b> Manually operate protection device with no load in car, up direction at slow speed. Components, hoses and oil levels are examined and maintain to allow operation. Reference: 8.6.4.17 - 8.6.4.19.11	12 Months		<input type="checkbox"/>
TXEPX	<b>Standby Power / Emergency Power Test</b> Operate empty elevator on building's generator or emergency power source. Coordinate with building management. Reference: 8.6.4.19.7 - 8.6.4.20.5	12 Months		<input type="checkbox"/>
TXFAX	<b>Annual Fire Service Test</b> Perform complete test of Fire Service Operation, co-ordinate with building Mngt. Turn keyswitches, run elevator, test door operation, buttons, signage, etc... Reference: 8.6.4.19.6	12 Months		<input type="checkbox"/>

Test	Category 5 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T18**	<b>Governor Safety Test</b> Includes safeties, governors, buffers, brake, emerg term switches and emerg brakes. Reference: 8.6.4.4 - 8.6.4.5 - 8.6.4.6 - 8.6.4.12 - 8.6.4.19.1 - 8.6.4.19.2 - 8.6.4.19.3 - 8.6.4.19.5 - 8.6.4.20.1 - 8.6.4.20.2 - 8.6.4.20.3 - 8.6.4.20.4 - 8.6.4.20.6 - 8.6.4.20.10 - 8.6.4.20.11	60 Months		<input type="checkbox"/>
TTDZ5	<b>Door Zone Confirmation Test</b> Power operated doors are tested to ensure opening only occurs when at landing. Include leveling zone, leveling speed under 150fpm and inner landing zone of max 3". Reference: 8.6.4.20.7 - 8.6.4.20.8 - 8.6.4.20.9	60 Months		<input type="checkbox"/>

Test	Other Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
TEDT1	<b>Data Tag Confirmation Test</b> Examine current status of test tags, seals and completion documentation. Reference: 8.6.1.7.2	12 Months		<input type="checkbox"/>
TEEC1	<b>Emergency Communication Test</b> Verify in-car communication devices for proper operation. Reference: 8.6.4.15	6 Months		<input type="checkbox"/>
TEEM1	<b>Emergency Light Test</b> Remove cab light normal power to activate battery back-up or alternate light source. Reference: 8.6.4.15	6 Months		<input type="checkbox"/>
TEHW*	<b>Hoistway Door Operation Safety Test</b> Confirm open doorlock will prevent movement of elevator at all landings. Reference: 8.6.4.13.1	12 Months		<input type="checkbox"/>
TTBS1	<b>Brake Performance Test</b> Verify brake holding capacity with slide test, torque or weight method. Reference: 8.6.4.6	12 Months		<input type="checkbox"/>
TXEQX	<b>Earth Quake Protection / Seismic Test</b> Manually trip seismic trigger to confirm proper operation. Reference: 8.4.10.1.4	12 Months		<input type="checkbox"/>
TXFMX TXFQX	<b>Fire Service Keyswitch Test (Monthly or Quarterly)</b> Turn phase 1 keyswitch, elevator to return to egress landing and open doors. Turn phase 2 keyswitch, run elevator, test door operation, keyswitch and buttons. Reference: 8.6.11.1	1 Month 3 Months		<input type="checkbox"/>

# Traction Elevator (traditional)

<b>99**</b>	<p><b>Each Unit Visit:</b>                  Examine condition of cab enclosure, including ceiling, wall panels, handrails and operating panel.                  Ride elevator from top to bottom, stopping at multiple landings including main landings.                  Check leveling accuracy. Listen for unusual noises, excessive vibrations or other ride quality exceptions.                  Observe normal operation of power doors, including open, close and reversal.                  Document completed scheduled task, complete or plan additional task as needed.                  Return elevator to service. Inform customer (if available) of status.                  Reference: 8.6.4.13.1 - 8.6.4.16</p>
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Reference = ASME A17.1a-2008/CSA B44a-08

Task	Maintenance Task	Frequency	Indicate Modified Frequency	√ If excluded from contract
<b>MC05A</b>	<p><b>Car Door and Operator Examination &amp; Maintenance</b>                      Examine car door panels, operator and door linkage equipment.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.13.1 - 8.6.4.13.2</p>	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean & lubricate car door & operator components.	MC05B		
	c) Renew or adjust chains, belts, brushes and linkage components.	MC05C		
	d) Renew or adjust cams, switches, sprockets, motors components.	MC05D		
<b>MC15A</b>	<p><b>Cartop Examination &amp; Maintenance</b>                      Examine car top and equipment located on car top.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.3 - 8.6.4.5 - 8.6.4.9 - 8.6.4.14</p>	<b>6 Months or 394,200 Runs</b>		<input type="checkbox"/>
	b) Clean excessive dirt and debris from cartop & equipment.	MC15B		
	c) Lubricate, adjust or renew guides, steadier plates and components.	MC15C		
	d) Verify ground. Secure shackles, reader boxes, switches and covers.	MC15D		
<b>MH05A</b>	<p><b>Bi-Parting HW Door Examination &amp; Maintenance</b>                      Examine hoistway door equipment from inside hoistway and at landing.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.7 - 8.6.4.13.1 - 8.6.4.13.2</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean excessive dirt and debris from door panels, locks & linkage.	MH05B		
	c) Lubricate, adjust or renew guides, chains and rods.	MH05C		
	d) Adjust or renew locks, unlocking devices, motors, cams, sprockets.	MH05D		
<b>MH10A</b>	<p><b>Counterweight &amp; Comp Examination &amp; Maintenance</b>                      Examine counterweight and rope compensation equipment.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.1 - 8.6.4.18 - 8.6.5.10</p>	<b>18 Months or 855,360 Runs</b>		<input type="checkbox"/>
	b) Clean counterweight, lubricate, adjust or renew guides & covers.	MH10B		
	c) Adjust compensation rope/chains, fastenings and guides.	MH10C		
	d) Lubricate 2:1 car & counterweight and rope compensation sheaves.	MH10D		
<b>MH15A</b>	<p><b>Fixture Examination &amp; Maintenance</b>                      Examine fixtures, lamps, keyswitches, signals and signage.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.14 - 8.6.4.15</p>	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Renew, correct or adjust fixtures in the cab & at main landings	MH15B		
	c) Renew, correct or adjust hall buttons, faceplates and signs.	MH15C		
	d) Renew, correct or adjust hall lanterns and lobby panel fixtures.	MH15D		
<b>MH20A</b>	<p><b>Hoist Rope Examination &amp; Maintenance</b>                      Examine ropes and drive sheave for lubrication, wear, tension or damage.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.1 - 8.6.4.2 - 8.6.4.10 - 8.6.4.11 - 8.6.5.10 - 8.6.5.16.3</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Lubricate hoist ropes, confirm sheave groove depth, rope condition.	MH20B		
	c) Confirm rope length, inspect at shackles & check hardware.	MH20C		
	d) Measure for diameter and breaks. Adjust tension as needed.	MH20D		
<b>MH23A</b>	<p><b>Coated Steel Belt Examination &amp; Maintenance</b>                      Examine belts and drive sheave for cleanliness, wear, tension or damage.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.1 - 8.6.5.10 - 8.6.5.16.2 - 8.6.5.16.3</p>	<b>18 Months or 855,360 Runs</b>		<input type="checkbox"/>
	b) Clean and inspect belts for wear patterns, vibrations, heat or damage.	MH23B		
	c) Inspect belts at shackles & check hardware. Adjust tension as needed.	MH23C		
	d) Confirm Pulse monitoring operation. Inspect 2:1 sheaves for damage.	MH23D		
<b>MH25A</b>	<p><b>Hoistway Door Examination &amp; Maintenance</b>                      Examine hoistway doors for cleanliness, wear, alignment or damage.                      Perform B, C, D task segments required to ensure proper operation.                      Reference: 8.6.4.7 - 8.6.4.13.1</p>	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean door panels, tracks & sills. Lubricate pivot points. Check gibs.	MH25B		
	c) Adjust or renew hanger rollers, upthrust, closers and relating devices.	MH25C		
	d) Adjust or renew door locks, rollers, pins and contacts. Verify ground.	MH25D		
<b>MH30E</b>	<p><b>Hoistway Sheaves Maintenance &amp; Lubrication</b>                      Examine overhead, secondary or auxiliary sheaves or pulleys.                      Clean, inspect and lubricate to ensure proper operation. Secure guards.                      Reference: 8.6.4.7 - 8.6.4.18</p>	<b>24 Months or 1,140,480</b>		<input type="checkbox"/>

# Traction Elevator (traditional)

Task	Maintenance Task Continued	Frequency	Indicate Modified Frequency	√ If excluded from contract
<b>MH30F</b>	<b>Hoistway Sensors &amp; Auxiliary Switches Maintenance</b> Examine overhead, secondary or auxiliary sensors & switches. Clean, inspect and lubricate to ensure proper operation. Secure guards. Reference:	<b>As Needed</b>		<input type="checkbox"/>
<b>MH30G</b>	<b>Hoistway Cleandown</b> Schedule with building based on observations or contractual requirements. Remove excessive debris from beams, rails, brackets and sills. Reference: 8.6.4.7	<b>As Needed</b>		<input type="checkbox"/>
<b>MM05A</b>	<b>Brake Examination &amp; Maintenance</b> Examine brake for proper operation, lubrication and hardware. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.6	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean brake assembly, lubricate pivot points, check brake switch.	MM05B		
	c) Disassemble brake coil and cores. Clean, lubricate and/or renew.	MM05C		
	d) Disassemble brake shoes and springs. Clean, adjust and/or renew.	MM05D		
<b>MM15A</b>	<b>Controller Examination &amp; Maintenance</b> Examine controller cabinet & components for cleanliness, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8 - 8.6.4.16	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean cabinet, renew fans, filters, replace covers. Verify ground.	MM15B		
	c) Adjust or renew relays, overloads, resistors and rectifiers as needed.	MM15C		
	d) Adjust or renew electronic components and wiring as needed.	MM15D		
<b>MM20A</b>	<b>Governor Examination &amp; Maintenance</b> Examine governor & rope for cleanliness, alignment, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.2 - 8.6.4.12	<b>18 Months or 855,360 Runs</b>		<input type="checkbox"/>
	b) Clean and lubricate pivot points, secure cover and confirm seals.	MM20B		
	c) Check sheave, groove and jaws for wear or damage.	MM20C		
	d) Check switches, contacts and linkage for damage. Verify ground.	MM20D		
<b>MM30A</b>	<b>Machine Examination &amp; Maintenance</b> Examine hoist machine for cleanliness, lubrication, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8 - 8.6.4.17	<b>12 Months or 570,240 Runs</b>		<input type="checkbox"/>
	b) Clean machine and area. Lubricate bearings and check oil levels.	MM30B		
	c) Adjust or renew brushes, brush rigging, transducers and fans.	MM30C		
	d) Replace oil, drain, check ring & worm gears and replace.	MM30D		
<b>MM40A</b>	<b>Machine Room Housekeeping</b> Maintain order and cleanliness of machine room floor and equipment. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8	<b>6 Months or 394,200 Runs</b>		<input type="checkbox"/>
	b) Clean floor and equipment, secure material, remove debris.	MM40B		
	c) Mop or paint floor / equipment, secure covers & labeling as needed.	MM40C		
	d) Organize and re-stock parts inventory. Remove unnecessary material.	MM40D		
<b>MM45A</b>	<b>Motor-Generator Examination &amp; Maintenance</b> Examine mg-set for unusual noises, heat, arcing, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean. Change filters, secure covers, lubricate as needed.	MM45B		
	c) Replace worn brushes, clean and adjust springs and rigging.	MM45C		
	d) Use meg meter to measure resistance, blow out excessive dust.	MM45D		
<b>MM50A</b>	<b>Selector Examination &amp; Maintenance</b> Examine selector for cleanliness, alignment, lubrication, wear or damage. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.8 - 8.6.4.16	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean. Lubricate pivots, chains, bushings and empty drip pans.	MM50B		
	c) Adjust, renew or clean cams, contacts and switches as needed.	MM50C		
	d) Adjust, renew or clean relays, contacts and pc boards as needed.	MM50D		
<b>MP05A</b>	<b>Bottom of Car Examination &amp; Maintenance</b> Examine bottom of car equipment for cleanliness, lubrication and condition. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.3 - 8.6.4.5	<b>24 Months or 1,140,480</b>		<input type="checkbox"/>
	b) Clean excessive dust. Adjust hitches, isolation and switches.	MP05B		
	c) Lubricate, adjust or renew guides, ensure running clearances.	MP05C		
	d) Clean safeties, lubricate pivots, ensure SOS switch alignment.	MP05D		
<b>MP15A</b>	<b>Pit Examination &amp; Maintenance</b> Examine pit and pit equipment for cleanliness, lubrication and condition. Perform B, C, D task segments required to ensure proper operation. Reference: 8.6.4.3 - 8.6.4.4 - 8.6.4.7 - 8.6.4.18 - 8.6.5.10	<b>6 Months or 285,120 Runs</b>		<input type="checkbox"/>
	b) Clean pit floor and pit equipment. Remove excessive debris.	MP15B		
	c) Adjust or renew buffers, switches, sheaves and components.	MP15C		
	d) Lubricate pit sheaves, bushings, bearings and guides.	MP15D		

**EXHIBIT E**  
**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

Otis Elevator Company, a corporation, as principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) for the faithful performance of the annexed contract, ITB 10090103-24-O Elevator and Escalator Maintenance for Various City Locations, and in the sum of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) for the benefit of laborers and materialmen designated below, effective for one (1) year, commencing on February 12, 2024 through February 12, 2025. Bond shall be renewed on an annual basis for the life of the contract unless otherwise instructed.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By *[Signature]*

By *[Signature]*

Print Name: CLAUDIA C. ARAUCA  
Mayor or designee  
*Director, Purchasing & Contracting*

Print Name: MARIC M. INADA  
Deputy City Attorney

Date: February 27, 2024

Date: MARCH 04, 2024

CONTRACTOR

Otis Elevator Company

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

By: *[Signature]*

By: *[Signature]*  
Attorney-in-Fact

Print Name: Halina Kazmierczak, Attorney-in-Fact

Print Name: Sandra Diaz

Date: 02/15/2024

Date: 02/15/2024

77 South Figueroa Street, Los Angeles, CA 90017

Local Address of Surety

213-457-6190

Local Phone Number of Surety

\$800.00

Premium

2352217

Bond Number

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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

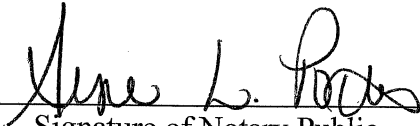
State of NEW YORK

County of NEW YORK

On this 15<sup>th</sup> Day of February in the year 2024 before me, Anne L. Potter Notary Public, personally appeared Halina Kazmierczak who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature   
Signature of Notary Public

**Anne L. Potter**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PO6283845  
Qualified in Queens County  
Commission Expires 06-17-2025

**SPECIAL POWER OF ATTORNEY**

**OTIS WORLDWIDE CORPORATION**, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC., on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

Anne Potter  
Cynthia Farrell  
Halina Kazmierczak  
Barb Pannier  
Frances Rodriguez  
Jennifer L. Jakaitis  
Susan A. Welsh  
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

**IN WITNESS WHEREOF**, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

**OTIS WORLDWIDE CORPORATION**

By: [Signature]  
Name: Christopher Witzky  
Title: Vice President, Treasurer

UNITED STATES OF AMERICA )  
STATE OF Connecticut )  
COUNTY OF Hartford )

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky who acknowledged himself to be the Vice President, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasury

[Signature]  
**MARY FRANCES BOHERTY**  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2023  
, Notary Public

**SWISS RE CORPORATE SOLUTIONS**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SANDRA DIAZ, DEBRA A. DEMING, PETER HEALY, JENNIFER JAKAITIS, SUSAN A. WELSH, ANNE POTTER, FRANCESCA KAZMIERCZAK, FRANCES RODRIGUEZ, BEVERLY A. WOOLFORD, VALORIE SPATES, AKLIMA NOORHASSAN, PABLO GARCIA HORCAJO, KEMAL BRKANOVIC and THERESAN E. ROWEDDER

**JOINTLY OR SEVERALLY**

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

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



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 20TH day of APRIL, 2023

State of Illinois   
County of Cook

**Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation**

On this 20TH day of APRIL, 2023, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of February, 2024.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**  
A Missouri Corporation

**BALANCE SHEET AS OF DECEMBER 31, 2022**  
(Statutory Basis)


Valuation of securities on National Association of Insurance Commissioner Basis

<b>ASSETS</b>		<b>LIABILITIES</b>	
Cash	424,718,741	Reserve for Unearned Premiums	149,350,540
Bonds	797,801,222	Reserve for Losses and Loss Adjustment Expenses	235,835,273
Common Stock	315,720,039	Funds Withheld	92,137,049
Other Invested Assets	34,744	Taxes and Other Liabilities	429,886,411
Other Admitted Assets	385,652,521	Surplus	1,016,717,994
<b>TOTAL ADMITTED ASSETS</b>	<b>1,923,927,267</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>1,923,927,267</b>

The undersigned, being duly sworn, says: That he is Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2022

  
\_\_\_\_\_  
Gerald Jagrowski, Vice President  
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,  
this 18th day of April, 2023

  
\_\_\_\_\_  
Notary Public

Official Seal  
Kenneth Michael Mastny  
Notary Public State of Illinois  
My Commission Expires 10/19/2026