

## **ELEVATOR TESTING, INSPECTION, AND PREVENTATIVE MAINTENANCE SERVICE AGREEMENT**

This Contract is entered into this **13th** day of **April, 2021** by and between Rancho Santiago Community College District (“District”) and **Excelsior Elevator Corporation** (“Respondent” and/or “Contractor”) who are collectively referred to herein as “the Parties.” This Contract is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

### **RECITALS**

WHEREAS, the District operates community colleges at multiple campuses, including Santa Ana College (“SAC”), Santiago Canyon College (“SCC”), Digital Media Center (“DMC”), and the District Operations Center (“DOC”); the foregoing are referred to herein collectively as the “Sites” and individually as a “Site”

WHEREAS, the services will be conducted throughout all buildings situated at the Sites.

WHEREAS, the District issued a Request for Qualifications and Proposals (“the RFQ/RFP”) pursuant to which the District requested proposals to provide elevator testing, inspection, and preventative maintenance services at the Sites; Elevator Testing, Inspection, and Preventative Maintenance Services are collectively referred to herein as “Services”.

WHEREAS, the Contractor submitted a written response to the RFQ/RFP (“the RFQ/RFP Response”); by this reference, the RFQ/RFP Response is incorporated herein.

WHEREAS, the Contractor is a DIR Certified Qualified Conveyance Co. (CQCC) and is duly licensed as a Contractor in the C-11 Elevator Contractors classification by the Contractors State License Board.

WHEREAS, the Contractor and its personnel are experienced, skilled, authorized, and certified (as Competent Conveyance Mechanics (CCCM) or Temporary Certified Competent Conveyance Mechanics (TCCCM) to complete and provide the Services subject to this Contract.

WHEREAS, the terms and conditions for the Contractor’s completion of Services are set forth in this Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

### **1. General.**

**1.1. Term.** Initial Term of this Contract commences as of the date set forth above and terminates sixty (60) months thereafter.

**1.2. Contractor’s Employees.** All Services shall be completed by employees of the Contractor who are experienced, skilled, authorized, and certified (CCCM or TCCCM) to complete the Services assigned to such personnel. The Contractor shall maintain an adequate staff of professional personnel with competency, expertise, and qualifications to complete Services. The Contractor shall provide substantiation of its employees’ experience, skills, authorization, or certification upon request of the District. Prior to starting work at District locations, a resume, including experience, copies of current license(s) and other related information shall be submitted on each

employee for review by the District. If the District objects to any of the Contractor's personnel assigned to complete Services, upon request of the District, the Contractor shall replace such personnel without cost or expense to the District. While on District property, Contractor's employees shall comply with all applicable rules, regulations and/or policies relating to use/access to District property and personal conduct. Contractor's personnel violating applicable policies, regulations or laws are subject to penalties imposed by the policy, regulation or law violated. A current valid California State Driver's License for all Contractor's employees operating a vehicle at any Site is required. Third party contracting shall not be allowed.

**1.3. Supplies, Materials, and Maintenance Services.** Unless otherwise specified, the District is responsible for procuring and payment for maintenance of the Elevator Equipment and materials, supplies and other similar items necessary for its operation. The Contractor is responsible for materials and supplies to complete Contractor obligations under this Contract.

**1.4. Elevator Testing, Inspection & Preventative Maintenance Service Standards.** The Contractor shall complete all Services: (i) in accordance with applicable industry/professional "best practices"; (ii) Elevator Testing, Inspection, and Preventative Maintenance Services requirements and recommendations; (iii) the terms of this Contract; and (iv) applicable laws, rules and regulations.

**1.5. Permits and Licenses.** At all times when providing Services, the Contractor shall maintain all licenses, certifications, permits, governmental authorizations or approvals required by any federal, state, regional or local governmental agency to provide the Elevator Testing, Inspection, and Preventative Maintenance Services and perform other obligations of the Contractor under this Contract. The foregoing includes without limitation: (i) City business license; (ii) CLSB Contractors' license in the C-11 Elevator classification; (iii) Department of Industrial Relations ("DIR") contractor registration; and (iv) Department of Industrial Relations ("DIR") Certified Qualified Conveyance Company ("CQCC").

**1.6. Elevator Equipment Damage or Destruction.** The District is responsible for damage or destruction to the Elevator Equipment, provided that damage or destruction is not the result of the Contractor's: (i) negligent or willful conduct; or (ii) breach of obligations under this Contract. The Contractor is responsible for costs, expenses, and losses resulting from (i) or (ii) above, which arise out of or are related to repairs or replacement of damaged or destroyed Elevator Equipment and the loss of services provided by the damaged or destroyed Elevator Equipment.

**1.7. Employment of Labor.**

**1.7.1. Prevailing Wage Rates.** If any portion of the Elevator Equipment Testing, Inspection, and Maintenance Services are deemed by the Department of Industrial Relations, Division of Labor Standards Enforcement ("DLSE") to be in the nature of "public works" requiring the payment of applicable prevailing wage rates, the Contractor is solely responsible for compliance with the obligation to make payment of at least the applicable prevailing wage rate and all other administrative requirements associated with prevailing wage rate payments, including without limitation: (i) compliance with DIR contractor registration requirements; and (ii) completion/filing of Certified Payroll Records. Compensation due the Contractor under this Contract is not subject to adjustment if the Contractor is required to comply with prevailing wage rate requirements for any personnel providing Elevator Equipment Testing, Inspection, and Maintenance Services. Enforcement of the Contractor's prevailing wage rate obligations will be by DLSE.

- 1.7.2. **Contractor Personnel Compensation.** The Contractor is solely responsible for timely and full payment of: (i) compensation and other employment benefits due Contractor personnel and (ii) taxes and other similar payroll burdens.
- 1.7.3. **Uniforms; Identification Badges.** All Contractor personnel shall wear Contractor furnished uniforms while at the District locations. The uniforms shall have patches on them that identify person's name and the Contractor's company name and logo. Contractor personnel may also be required to wear identification badges issued by the Contractor or the District.
- 1.7.4. **Conduct.** Contractor personnel performing elevator services at the District Office Center shall comply with all District Board Policies. Personnel violating Board Policies are subject to removal and prohibition from providing further elevator services at the campuses or the District Operations Center.
- 1.7.5. **Contractor Personnel Training and Education.** The Contractor shall ensure that personnel have the skills to adapt to changing technology and to efficiently complete Elevator Systems Testing, Inspection, and Maintenance Services by access to and completion of relevant training and education services. Upon request of the District, the Contractor shall furnish reasonably satisfactory written evidence confirming that the Contractor's personnel are so skilled and have access to continuing training/education resources which are utilized to develop new/additional skills or to augment/refine existing skills. The District is not responsible for training Contractor personnel. Costs, fees, expenses and charges for training and education of Contractor personnel providing Elevator Equipment Testing, Inspection, and Maintenance Services shall be borne by the Contractor without adjustment of the compensation due the Contractor under this Contract. Contractor personnel providing Elevator Equipment Testing, Inspection, and Maintenance Services shall be certified, accredited and otherwise authorized by the specific Elevator Equipment manufacturer in accordance with certification, accreditation or authorization requirements of the specific Equipment manufacturer.
- 1.7.6. **Contractor Personnel Criminal History Clearance.** Contractor personnel are permitted access to District campuses only if there is prior Department of Justice fingerprint verification that such personnel: (i) is not subject to a pending criminal proceeding for a felony described in Education Code §45122.1; and (ii) has not been convicted of a violent or serious felony as described in Education Code §45122.1. The Contractor shall provide the District Representative with written evidence of the Department of Justice fingerprint check of Contractor's personnel and verification that such personnel: (i) are not subject to a pending criminal proceeding for a felony described in Education Code §45122.1; and (ii) have not been convicted of a violent or serious felony as described in Education Code §45122. Costs, fees, expenses or other charges relating to Department of Justice fingerprint checks of Contractor employees pursuant to the foregoing shall be borne solely and exclusively by the Contractor.

## 1.8. Safety and Environmental.

- 1.8.1. **Contractor Personnel.** The Contractor shall provide all personnel performing Services with required safety training and safety equipment. Services shall only be

completed by personnel who are properly trained, skilled, certified and authorized to complete the Services assigned to such personnel.

- 1.8.2. **Waste Materials Handling and Disposal.** The Contractor is solely responsible for disposal of waste materials, including without limitation, lubricants, absorbents, used hydraulic fluid, wiping rags, empty oil cans, trash from pits, and cleaning products in accordance with District requirements in compliance with manufacturer recommendations and applicable law. All waste materials must be removed in accordance with District requirements.
- 1.8.3. **Work Area Safety.** The Contractor is solely responsible for implementing safety measures when completing Services at the Sites, including without limitation, warning signs and barricades. The Contractor shall keep work areas in a neat and clean condition.
- 1.8.4. **Accident and Hazard Reporting.** The Contractor shall report any accidents or hazardous conditions to the or District Representative within one hour and shall submit an accident report or hazardous condition report on forms approved by the District. The Contractor shall report to the District Representative trouble call emergencies or items in need of prompt attention within one hour. Once an emergency has been stabilized, the Contractor shall not commence any corrective work until the Safety, Health, and Environmental Risk Manager and the District Representative have finished their investigations. The Contractor shall report any conflict between requested work and safety requirements to the District Representative for resolution before performing the work.

**1.9. District Responsibilities.** The District will provide or complete the following relating to the Contractor's completion of Elevator Equipment Testing, Inspection, and Maintenance Services under this Contract.

- 1.9.1. **District Representative.** The District will assign a District Representative(s) in connection with this Contract and the Contractor's completion of Elevator Equipment Testing, Inspection, and Maintenance Services. Elevator Equipment Testing, Inspection, and Maintenance Services and other obligations of the Contractor shall be completed in accordance with directives or authorizations of the District Representative or her/his designee.
- 1.9.2. **Buildings Access.** The District will provide Contractor's personnel with access to the buildings at the Sites during working days of Mondays-Fridays and working hours of 7 AM to 6 PM. Access to the Sites on weekends, holidays or after working hours shall be through the Campus/District Public Safety Office. The Contractor's personnel providing Repair Services shall check in and out with the Campus Representative or in the case of the District Office, the Facilities Department, prior to performing any Services.
  - 1.9.2.1 **Building Access Keys.** The District will provide the Contractor's personnel with access to the Buildings necessary for completing the Contractor's obligations under this Contract. The Contractor shall follow the District's Key and Electronic Access Control Procedures. If the Buildings access provided by the District Representative includes keys, the Contractor is solely responsible for

costs arising out of lost, misplaced or stolen keys, including without limitation replacement keys and re-keying locks for security purposes, as reasonably determined by the District. The Contractor will be required to sign a release form. If the Contractor loses a key or fails to return a key to the District, the Contractor shall be fined \$5,000 for each key lost. The Contractor is solely responsible for: (i) informing all personnel with access to, or authority to use, any Building access keys, of the limitation on the use of such keys solely and exclusively in connection with completing Services under this Contract; (ii) prohibiting personnel from disseminating or duplicating any building keys; and (iii) all losses, damages, costs or other liabilities arising out of the unauthorized dissemination or duplication of any building keys.

## **2. Elevator Equipment Testing and Inspection.**

**2.1. General.** The Contractor shall furnish all labor, materials, parts, equipment, tools, and services necessary for all scheduled testing and inspection of wheelchair lift equipment and elevator equipment (collectively called “Elevator”) identified in Attachment hereto. The frequency and specific testing, inspections, and preventative maintenance tasks to be completed by the Contractor shall be in accordance with the Elevator Equipment manufacturer recommendations.

**2.2. Completion of System Testing and Inspection.** The Contractor shall complete the Elevator Equipment Testing and Inspection at each facility at each Site in accordance with the Testing and Inspection Services Schedule prepared pursuant to this Contract. Failure of the Contractor to commence and complete Elevator Systems Testing and Inspection in accordance with the Testing and Inspection Services Schedule will subject the Contractor to assessment of Liquidated Damages set forth in this Contract.

## **3. Elevator Testing, Inspection, and Preventative Maintenance Services Scope of Work.**

Inspect Elevators for verification of proper operating condition, documentation of operating conditions, operating condition report for each Elevator and elevator components, including preventative maintenance and repair recommendations. Inspection of Elevator components include the following: control units, rails and guides, hydraulic systems, car equipment, signs and accessories, electrical, hoist ropes, hoistway and pit equipment, pumps and valves. Inspection of each Elevator will be completed at the following intervals: monthly, quarterly, semi-annually and annually. The scope of work to include Original Equipment Manufacturer (OEM) Requirements and if in conflict with the scope of work included below, then the most stringent recommendation or requirement will apply.

**3.1. Elevator Inspections.** Inspect Elevators for verification of proper operating condition, documentation of operating conditions, operating condition report for each Elevator and elevator components, including preventative maintenance and repair recommendations. Inspection of Elevator components include the following: control units, rails and guides, hydraulic systems, car equipment, signs and accessories, electrical, hoist ropes, hoistway and pit equipment, pumps and valves. Inspection of each Elevator will be completed at the following intervals: monthly, quarterly, semi-annually and annually.

**3.1.1. Monthly Inspections.** The Contractor shall inspect the elevators and wheelchair lifts monthly to observe and confirm proper functioning of elevator components in accordance with OEM recommendations for monthly inspections, if any. In addition to OEM monthly inspection recommendations, the following inspections shall be

completed if not included in the OEM monthly inspection recommendations and as applicable to an elevator. For elevators not subject to OEM recommendations for monthly inspections, the Contractor shall complete the following on a monthly basis, as applicable to an elevator:

- 3.1.1.1 Perform general inspection of machinery, sheaves, worm and gear motor, brake, and selector. Lubricate as required.
  - 3.1.1.2 Check reservoir oil level, re-fill as necessary.
  - 3.1.1.3 Observe brake operation and adjust or repair if required.
  - 3.1.1.4 Inspect machinery, contacts, linkage and gearing.
  - 3.1.1.5 Inspect brushes and commutator.
  - 3.1.1.6 Inspect controllers, selectors, relays, connectors, contacts, etc.
  - 3.1.1.7 Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.
  - 3.1.1.8 Check governor and tape tension sheave lubrication.
  - 3.1.1.9 Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, and other devices.
  - 3.1.1.10 Check door operation, clean, lubricate and adjust tracks, check linkages, gears, wiring motors, check keys, set screws, contacts, chains, came and door closer. Check selector.
  - 3.1.1.11 Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station.
  - 3.1.1.12 Visually inspect controller, contacts and relays.
  - 3.1.1.13 Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching time settings. Check oil level in car and counterweight oil buffers.
  - 3.1.1.14 Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level.
  - 3.1.1.15 Check: (i) car ventilation system; (ii) car position indicators; (iii) director stations; (iv) hall and car call buttons; and (v) hall lanterns.
- 3.1.2 Quarterly Inspections.** The Contractor shall inspect the elevators quarterly (every three (3) months) to observe and confirm proper functioning of elevator components in accordance with OEM recommendations for quarterly inspections, if any. In addition to OEM quarterly inspection recommendations, the following inspections shall be completed if not included in the OEM quarterly inspection recommendations for an elevator. For elevators not subject to OEM recommendations for quarterly inspections, the Contractor shall complete the following on a quarterly basis, as applicable to an elevator:
- 3.1.2.1 Check leveling operation. Check hoist way doors, clean, lubricate, and adjust tracks hangers and up thrust eccentrics, linkage gibes and interlocks.

- 3.1.2.2 Inspect all fastenings and ropes for wear and lubrication. Inspect all ropes, hitches, and shackles.
- 3.1.2.3 Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.
- 3.1.2.4 In the car, test alarm bell system. Inspect retiring cam device, chain, dashpots, commutators, brushes, cam pivots, fastening. Test emergency switch (ground case if necessary). Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counterweight gibs, shoes or roller guised.
- 3.1.2.5 In the pit, inspect governor and tape tension sheave fastenings.
- 3.1.2.6 Check clearance between safety jaws and guide rails. Visually inspect all safety parts.

**3.1.3 Semi-Annual Inspection.** The Contractor shall inspect the elevators semi-annually (every six (6) months) to observe and confirm proper functioning of elevator components in accordance with OEM recommendations for semi-annual inspections, if any. In addition to OEM quarterly inspection recommendations, the following inspections shall be completed if not included in the OEM semi-annual inspection recommendations and as applicable to an elevator. For elevators not subject to OEM recommendations for quarterly inspections, the Contractor shall complete the following on a semi-annual basis, as applicable to an elevator:

- 3.1.3.1 Check controllers, alignment of switches, relays, timers, contacts, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads.
- 3.1.3.2 In hoistway, examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check car shoes, gibs or roller guides.
- 3.1.3.3 Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- 3.1.3.4 Examine all hoist ropes for wear, lubrication, length and tension.
- 3.1.3.5 On tape drives, check hitches and broken tape switch.
- 3.1.3.6 Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- 3.1.3.7 Check fastenings and operation of door checks, and interlocks.
- 3.1.3.8 Check governor and tape tension sheave fastenings.

**3.1.4 Annual Inspections.** The Contractor shall inspect the elevators annually (every twelve (12) months) to observe and confirm proper functioning of elevator components in accordance with OEM recommendations for annual inspections, if any. In addition to OEM annual inspection recommendations, the following inspections shall be completed if not included in the OEM annual inspection recommendations and as applicable to an elevator. For elevators not subject to OEM recommendations for annual inspections, the Contractor shall complete the following on an annual basis, as applicable to an elevator:

- 3.1.4.1 Inspect hoist motor armatures and rotor clearances.
- 3.1.4.2 Drain, flush and refill oil reservoirs of each hoisting motor.

- 3.1.4.3 Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.
- 3.1.4.4 Check group supervisory and triplex control systems. The systems dispatching, scheduling and emergency features shall be tested and adjusted in accordance with OEM recommendations.
- 3.1.4.5 The Contractor shall ensure that the elevator and equipment is maintained in a safe and operative condition in compliance with the requirements of the latest edition of the American National Standards Institute (ANSI) Safety Code for Elevators and Escalators, A17.1, and all other applicable laws, regulations, rules, ordinances, codes, etc.

**3.1.5 Elevator Inspection Schedule.** Annually during the Term of this Agreement, the Contractor shall meet and confer (“Schedule Conference”) with the District Representative to develop a schedule for the Contractor’s completion of the Monthly, Quarterly, Semi-Annual, and Annual Elevator Inspections for each elevator at respective sites noted herein (“Inspection Schedule”) for the ensuing twelve months (“Service Year”). The first Schedule Conference and the Inspection Schedule for the first Service Year shall be completed within thirty (30) days of the date of this Agreement. If the District and Contractor are unable to reach mutual agreement for the Inspection Schedule for any Service Year, the Contractor shall complete Elevator Inspections in accordance with the Inspection Schedule established by the District’s Representatives.

**3.1.6 Elevator Inspection Reports.** Within three (3) business days of the completion of each elevator inspection, the Contractor shall submit written Inspection Reports to the District Representative. Payment for elevator inspections will not be made by the District until after the District’s receipt of the applicable Inspection Reports. District Representatives:

Site	Title
Santa Ana College	Director, Physical Plant/Facilities
Santiago Canyon College	Facilities Manager
Digital Media Center	Assistant Vice Chancellor, Education Services
District Operations Center	District Support Services Supervisor

Payment for elevator inspections will not be made by the District until after the District’s receipt of the applicable Inspection Report.

**3.2 Elevator Maintenance.** Provide all labor, materials, parts, equipment, and services to maintain all Elevators. Maintenance parts/equipment must be OEM manufactured or OEM authorized alternative parts/equipment. Complete all scheduled maintenance requirements at intervals as established by the OM and in accordance with OEM specifications and recommendations. Preventative maintenance as authorized by the District Representative:



**3.2.1 Monthly Maintenance.** As required or noted by the Contractor’s Monthly Elevator Inspections, the Contractor shall complete the following maintenance activities monthly for each elevator.

- 3.2.1.1 Empty drip pans, discard oil, and replenish reservoir oil level.
- 3.2.1.2 Adjust or repair brakes if required.
- 3.2.1.3 Lubricate machinery, contacts, linkage, and gearing.
- 3.2.1.4 Clean brushes and commutator, perform needed repairs.
- 3.2.1.5 Clean controllers, selectors, relays, connectors, contacts, etc.
- 3.2.1.6 Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
- 3.2.1.7 Remove litter, dust, oil, etc., from all machine room equipment.
- 3.2.1.8 Clean trash from pit and empty drip pans.
- 3.2.1.9 Clean, lubricate and adjust tracks, check linkages, gears, wiring motors, check keys, set screws, contacts, chains, came and door closer. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
- 3.2.1.10 Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car sill, side and top exits.
- 3.2.1.11 Repairs to telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station indication lights.
- 3.2.1.12 Replace contacts as required.
- 3.2.1.13 Add oil as required in car and counterweight oil buffers.
- 3.2.1.14 Clean, turn or refinish commutator to provide proper commutation. Replace or adjust brushes as required. Adjust: (i) car ventilation system; (ii) car position indicators; (iii) director stations; (iv) hall and car call buttons; and (v) hall lanterns.

Site	Title	Name	Phone Number
Santa Ana College, Digital Media Center, & District Operations Center	Campus Security	Dispatch	(714) 564-6330
Santiago Canyon College	Campus Security	Dispatch	(714) 628-4730

3.2.1.15 In regards to elevator maintenance and operations, notify the following contacts per site:

Site	Title	Phone Number
Santa Ana College	Director, Physical Plant/Facilities	(714) 564-6307
Santiago Canyon College	Facilities Manager	(714) 628-4721

Digital Media Center	Assistant Vice Chancellor, Education Services	(714) 480-7466
District Operations Center	District Support Services Supervisor	(714) 480-7517

**3.2.2 Quarterly Maintenance.** As required or noted by the Contractor's Quarterly Elevator Inspections, the Contractor shall complete the following maintenance activities monthly for each elevator.

- 3.2.2.1 Clean and adjust leveling switches, hoistway vanes, magnets, selector tapes and inductors. Repair and/or adjust for proper leveling.
- 3.2.2.2 Clean, lubricate, and adjust tracks hangers and up thrust eccentrics, linkage gibs and interlocks.
- 3.2.2.3 Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- 3.2.2.4 Clean both governor and hoist ropes and lubricate hoist ropes if needed. Equalize rope tension.
- 3.2.2.5 Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and nay bearing wear.
- 3.2.2.6 Clean light fixtures. Inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, fastening.
- 3.2.2.7 Lubricate and adjust, if necessary: car and counterweight gibs, shoes or roller guised. Lubricate compensating sheave and inspect hitches in pit. Empty and clean oil drip pans in pit. Clean all parts of safeties and lubricate moving parts to assure their proper operation.
- 3.2.2.8 Adjust clearance between safety jaws and guide rail controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps and position indicating equipment.
- 3.2.2.9 Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms car and counterweight guide shoes including rollers and gibs and emergency car lighting.
- 3.2.2.10 Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
- 3.2.2.11 Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- 3.2.2.12 Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- 3.2.2.13 Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and

bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

3.2.2.14 Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers, and cylinders and hydraulic fluid tanks.

**3.2.3 Semi-Annual Maintenance.** As required or noted by the Contractor's Semi-Annual Elevator Inspections, the Contractor shall complete the following maintenance activities semi-annually for each Elevator.

3.2.3.1 Clean controllers with blower, check alignment of switches, relays, timers, contacts hinge pins, etc. adjusts and lubricate. Clean and inspect fuses and holders and all controller connections.

3.2.3.2 Adjust and replace car shoes, gibs, or roller guides, as required.

3.2.3.3 Clean all overhead sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls.

3.2.3.4 Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.

3.2.3.5 Replace, lubricate and adjust hoist ropes as required to meet code requirements.

3.2.3.6 Check fastenings and operation of door checks, and interlocks. Clean and lubricate pivot points on fastening, door checks and interlocks as required.

**3.2.4 Annual Maintenance.** As required or noted by the Contractor's Annual Elevator Inspections, the Contractor shall complete the following maintenance activities annually for each elevator.

3.2.4.1 Thoroughly clean car and counterweight guide rails using nonflammable or high flash point solvent to remove unit lint dust and excess lubricant.

3.2.4.2 Remove, clean and lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.

3.2.4.3 Inspect hoist motor armatures and rotor clearances.

3.2.4.4 Drain, flush and refill hoisting motor oil reservoirs.

3.2.4.5 Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.

3.2.4.6 Check group supervisory and triplex control systems. Adjust the systems dispatching, scheduling and emergency service features in accordance with OEM recommendations.

**3.2.5 OEM Scheduled Maintenance.** The Contractor shall complete all OEM recommended Scheduled Maintenance activities for each elevator that is different from or in addition to the Monthly, Quarterly, Semi-Annual and Annual Maintenance activities set forth above. OEM recommended Scheduled Maintenance activities shall be completed by the Contractor at the OEM's recommended intervals. This includes but is not limited to the following.

- 3.2.5.1 To comply with the Elevator Safety Orders §3071(j), the Contractor is to perform the **Five (5) Year Elevator Load Test**. Within the term of this Agreement, the Contractor shall provide one (1) load test for each of the elevators and lifts as identified in the Elevators and Lifts schedule. The date of the load test shall be coordinated with the District Representative and the State.
  - 3.2.5.2 Concurrently, as it relates to the Load Test, the Contractor will test the integrity of the hydraulic system, including the cylinder, oil line, and valve and tank unit.
  - 3.2.5.3 If any repairs, adjustments or replacements are required for code compliance, as it relates to the Load Test, they are to be addressed under Elevator Repair Services.
- 3.2.6 Elevator Maintenance and Repair Records.** Elevator Maintenance and Repair Records shall be maintained on such forms with such content required by the District. Elevator Maintenance and Repair Records shall be completed within four (4) hours of the completion of each Elevator Maintenance Service or Repair Service. Within twenty-four (24) hours of the Contractor's completion of a Maintenance Service and Repair Service Request, the Contractor shall deliver the records of the completed Maintenance and Repair Service Request to the District Representative. No payments shall be made for any Elevator Maintenance and Repair Services for which the Contractor has not submitted records of the completed Maintenance and Repair Service Request. The Contractor shall maintain records of all Elevator Maintenance and Repair Services including without limitation the following:
- 3.2.6.1 Service date.
  - 3.2.6.2 Service technician(s) contact information.
  - 3.2.6.3 Executive summary.
  - 3.2.6.4 Property and building information.
  - 3.2.6.5 Description of the systems or services that are part of the maintenance program.
  - 3.2.6.6 Scheduled and non-scheduled inspection, maintenance, and repairs performed.
  - 3.2.6.7 Detailing of the condition of all pieces of equipment and a Pass/Fail rating.
  - 3.2.6.8 Equipment inspection results, deficiencies, and urgent corrective items. The deficiency report shall describe the deficiency, the location, and date and time the deficiency was reported.
  - 3.2.6.9 Listing of an accurate inventory of all devices and provide any discrepancies to the District Representative.
  - 3.2.6.10 Technician certifications of inspection and maintenance personnel.
  - 3.2.6.11 Additional comments, notes, or pertinent information related to inspection and maintenance of the elevators.
- 3.2.7 Completion of Elevator Maintenance Services.** The Contractor shall complete the Elevator Maintenance Services at each facility at each Site in accordance with the Maintenance Services Schedule prepared pursuant to this Agreement. Failure of the Contractor to commence and complete Elevator Maintenance Services in accordance with the Maintenance Services Schedule will subject the Contractor to assessment of Liquidated Damages set forth in this Agreement.

**3.3 Elevator Repair Services.** Provide all labor, materials, parts, equipment and services to repair all Elevators. Repair parts/equipment must be OEM manufactured or OEM authorized alternative parts/equipment. General Requirements relating to the Contractor's completion of Repair Services are set forth below and authorized in advance by the District Representative.

**3.3.1 Repairs.** The Contractor shall complete repairs and other maintenance activities so all the Elevator Equipment, in all locations, is continuously in operating condition ("Repair Requests"). Contractor shall provide priority service to perform the Work as required within the shortest possible timeframe, take all necessary precautions to prevent reoccurrence, and provide quality parts and materials to maintain related equipment in proper operating condition. Repair Requests will generally note the repair or maintenance required and whether the Repair Request is a General Repair Request, an Urgent Repair Request or an Emergency Repair Request. The Contractor shall dispatch personnel with the skills and experience to complete a Repair Request along with the parts, equipment, tools and other items necessary to complete the Repair Request as follows:

3.3.1.1 General Repairs: Response time within 24 hours, 7:00 AM - 4:00 PM, Mondays - Fridays, except for holidays.

3.3.1.2 Urgent Repairs: Response time within 4 hours, 7:00 AM – 8:00 PM, Mondays - Fridays, except holidays; Repair Request submitted to Contractor prior to 5:00 PM Mondays – Fridays require Contractor response time no later than 12:00 PM the following working day.

3.3.1.3 Emergency Repairs: Response time within 2 hours, 24 hours per day, 7 days per week, holidays included.

3.3.1.4 Immediate Repairs: These can be made within a \$500.00 limit and upon approval from the District Representative.

**3.4 Service Tickets.** A service ticket provided by the Contractor shall be completed by the Contractors' maintenance and/or repair personnel and given to the District Representative or designee prior to departure from the Facility. In addition, a duplicate copy is to be submitted electronically (within 48 hours) of the completed work assignment.

**3.4.1** All maintenance and/or repair work performed, parts, utilized and time expended shall be documented, legibly, and understandably.

**3.4.2** All documentation must be signed by the District Representative or designee prior to departure from the Facility.

**3.4.3** The Contractor is to be submit a duplicate electronic copy of all monthly service tickets and/or repair work performed, parts utilized, time expended, and items in need of correction to the District Representative at each site.

**3.4.4** This will help to capture, archive, and file all work performed on each elevator. The District will use a work-order tracking software to generate the work orders.

**3.4.5 Repair Logs.** The Contractor shall maintain a Repair Log for each elevator for noting Repair Services performed for each elevator, including without limitation, service dates, service personnel, detailed description of nature and scope of Repair Services and parts replaced with each Repair Service. The form and required content of the Contractor's Repair Log are subject to District review and acceptance; the Contractor shall modify the

form of the Repair Log as necessary for the District to accept the entirety thereof. At the conclusion of each Repair Service, the Contractor's Repair Service personnel shall complete the Repair Log for the Repair Service completed. The Contractor shall provide the District Representative with hard copy written Repair Logs or electronic/digital files of Repair Logs for each Repair Service within three (3) business days of the completion of a Repair Service. No payment will be made by the District for any Repair Service unless the Contractor completes and delivers Repair Logs for such Repair Service pursuant to the foregoing.

**3.4.6 Replacement Parts.** If any Repair Service includes the replacement of any parts, components or other separable assemblies of an elevator, the removed and replaced part shall be made available to the District Representative for inspection. The Contractor shall dispose of any removed or replaced parts as directed or authorized by the District. Disposal of removed or replaced parts are included with the Repair Service charge; no additional payment is due the Contractor for disposal of removed or replaced parts.

**3.4.7 Spare Parts.** As stated previously, all parts and equipment must be Original Equipment Manufacturer. All materials and parts used must be genuine parts as manufactured, distributed, or approved by the manufacturer of the elevator being serviced. Critical parts that will result in all elevators in a building to be out of service must be stocked or shall be available on-site within eight (8) hours after the contractor is notified of the failure. If the vendor is unable to obtain any critical part due to delays from a 3rd party supplier, the District Representative or Campus Representative must be notified in writing within 24 hours.

**3.5 DIR Inspection Repairs.** The Elevators are subject to annual inspection by the Department of Industrial Relations Elevator Unit ("DIR Inspection") for safe operation of the Elevators and compliance with other requirements established by law. The Contractor shall complete the following in connection with DIR inspection of each Elevator.

**3.5.1 District Support.** The contractor shall complete the following in connection with the annual DIR Inspection of each Elevator.

3.5.1.1 If requested by a District Representative, the Contractor shall have its personnel present during DIR inspection of elevators.

3.5.1.2 The Contractor shall assist the District in responding to any inquiries arising in from a DIR Inspection relating to maintenance, repair or operation of the elevators.

3.5.1.3 The Contractor shall furnish all reports of Repair Service activities required by a DIR inspection.

3.5.1.4 The Contractor shall assist the District in communications with the DIR relating the nature or scope of any repairs to maintain the DIR Elevator Permit in good standing.

**3.5.2 Contractor Completion of DIR Inspection Repairs.** The Contractor shall promptly complete repairs or other maintenance service required by a DIR Inspection so that the DIR Elevator Permit remain unimpaired and Elevator operations are unimpeded.

**3.6 Machine Components.** Machine Components to include:

- 3.6.1 Motor - including gears bearings, brakes, and related parts, brushes windings, commutators, rotating equipment, contacts, coils, and resistors, and solid state controls for motor circuits, v-belts, sheaves, and wiring.
- 3.6.2 Pump - including sheaves, screens, filters, hoses, and connection fittings.
- 3.6.3 Cleaning: monthly services shall specifically include cleaning the pump, motor components and maintaining a clean environment in the elevator mechanical, pump rooms and elevator hoistway.
  - 3.6.3.1 Valves, all valves including relief valve, leveling valves, check valve, strainers, springs, and gaskets.
  - 3.6.3.2 Jack Unit, including plunger, guide bearings, packing, and packing gland.
- 3.6.4 Governor, including sheave, bearings, shafts, contacts, and governor jaws.
- 3.6.5 Elevator Car - including power door operator, emergency phone operation, door protective devices, car door operator, hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and sub-flooring; riding the elevator each visit, checking floor levels, door operation, and checking all signal fixture lamps (replace when needed).
- 3.6.6 Accessory Equipment - including all accessory elevator equipment installed prior to commencement of this agreement.
- 3.6.7 Hoistway - including deflector sheave, secondary sheaves, buffers, governor tension assemblies, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables hoistway, and machine room wiring, hoistway door interlocks, hoistway door hangers, and gibs, and auxiliary closer.
- 3.7 **Scheduling.** No unscheduled work may be performed without prior authorization by the District Representative. In the case of buildings with multiple Elevators, one (1) elevator must remain operational at all times during normal business hours.

#### 4. Contract Payments.

- 4.1. **General.** Payments to the Contractor for completion of Elevator Equipment Testing, Inspection, and Maintenance Services shall be as set forth herein. Payments due the Contractor pursuant to the following are inclusive of all expenses, charges, fees or costs for labor, materials, equipment and services to complete the Contractor's obligations hereunder. The foregoing includes without limitation, labor burdens and benefits, administrative, clerical and other indirect support, taxes and other similar charges and profit.
- 4.2. **Elevator Inspections and Preventative Maintenance Services.** Compensation to the Contractor for completing Elevator Inspections and Preventative Maintenance Services will be the fixed, lump sum price indicated in Attachment A-2, with the fixed, lump sum price inclusive of all labor, materials, tools, equipment, services and any other item of a tangible or intangible nature

**4.3. Contractor Billings for Elevator Equipment Testing, Inspection, and Maintenance Services.**

The Contractor shall bill the District monthly for the Elevator Equipment Testing/Inspection and Maintenance Services completed in the immediately preceding month. Billings shall be in such form and form along with such details and substantiating data as reasonably required by the District.

**4.4. Repair Services Charges.** If upon troubleshooting, repairs/replacement are deemed necessary, the Contractor shall provide a proposal to the District, in accordance with the rates provided in the Contractor's response to the RFQ/RFP #2021-288, for District review and consideration prior of the required repair/replacement. The proposal shall include labor rates and number of hours to complete the works as well as the cost of materials, if any. Repair work shall be completed as agreed upon in writing by the District. Payment for Repair Services will be made only if the District Representative has specifically requested a Repair Service. No payment will be made by the District and no payment is due the Contractor for any Repair Service completed by the Contractor without prior direction or authorization from the District Representative. Contractor has the authority to complete immediate necessary repairs during testing and inspection activities only if the work does not exceed \$1,000 per day for labor and materials. The Contractor shall inform the appointed District Representative of the repair and cost of the repair within 24 hours. The intent of this authority is to make efficient use of a technician's time by allowing a technician to make necessary adjustments and repairs at the time of inspection and testing activities.

**4.4.1. Repair Services Billing Records and Requirements.** The Contractor shall implement stringent billing practices for Repair Services, including separate service tickets or other written documentation of: (i) Equipment; (ii) Contractor personnel providing Repair Services; (iii) time incurred to complete a Repair Service; (iv) replaced parts; and (iv) detailed description of any other item or service for which payment is requested.

**4.4.2. Repair Services Billings.**

**4.4.2.1 Separate Billings.** Each separate request for Repair Services shall be subject to a separate Repair Services billing from the Contractor. Billings for Repair Services Charges must be received by the District within sixty (60) days of the date of completion of each Repair Service. The Contractor expressly waives the right to payment for any Repair Service not billed within sixty (60) days of the date completing the Repair Service; a billing submitted by the Contractor for a Repair Service completed more than sixty (60) days prior to the District's receipt thereof will not be processed or paid by the District.

**4.4.2.2 Computation of Repair Services Charges.** Payment for Repair Services will be based on time reasonably necessary for the Contractor's Repair Service personnel to complete a Repair Service request, multiplied by the applicable hourly rate set forth in Attachment D (Elevator Repair Services Hourly Rates). Billing for Contractor Repair Service Personnel shall be in increments of one-quarter (1/4) of an hour and only for the duration of time actually providing Repair Services on a Campus. If the District determines that the time charged for completing a Repair Service is excessive, the Contractor's billing is subject to reduction in such amount as reasonably determined by the District based on the nature of the Repair Service and the time reasonably necessary to complete such Repair Service by qualified, skilled and experienced Repair Service personnel. In addition to payment for time of Repair Services personnel to



complete a Repair Service, the Contractor will be paid for the costs for parts, materials and other similar items. Billing for labor charges inclusive of: (i) travel time; time charges permitted only for time on campus; (ii) supervision, training; (iii) administrative support costs; and (iv) are not subject to mark-up. Prevailing wage rates must be incorporated for all proposed labor charges. The allowable percentage mark-up on the Contractor's cost for field labor, materials, and equipment shall be in accordance with Attachment D.

**4.4.2.3 Use of Allowance for Repairs.** Prior written approval by the District is required for use of the allowance budget identified in Attachment A-2, Proposal Worksheet/Summary of Yearly Costs. The Contractor shall use the rates identified under Attachment A-3, Elevator Repairs Services Hourly Rates, as the basis for the labor rates when preparing a proposal for Repairs.

**4.5 Contractor Billings Invoices.** The Contractor shall submit billing invoices monthly for payments for Elevator Testing/Inspection and Maintenance Services completed in the immediately preceding month in such form, format and substantiating details as required by the District.

#### **4.6 Liquidated Damages.**

**4.6.2 Liquidated Damages for Failure to Comply with Repair Services Response Time.** If the Contractor fails to dispatch personnel, materials and equipment necessary to respond to a Repair Service request within the Response Time required by the Repair Service request (Routine, Urgent or Emergency) as set forth above, the Contractor shall be liable to the District for Liquidated Damages in the amount of One Hundred Dollars (\$100) per hour, or any portion thereof, from the scheduled response time until personnel, materials and equipment actually respond at the Site subject to a Repair Service request. The foregoing notwithstanding, the Liquidated Damages for any delayed Repair Service request shall not exceed Five Hundred Dollars (\$500) per day. The Contractor acknowledges the Liquidated Damages for delayed response to a Repair Service request is reasonable under the circumstances existing at the time this Contract is entered into.

**4.6.3 Liquidated Damages for Failure to Complete Elevator Testing, Inspection and Maintenance Services.** If the Contractor fails or refuses to commence and complete Elevator Testing/Inspection and Maintenance Services in accordance with the Services Schedule, the Contractor shall be liable to the District for per diem Liquidated Damages at the rate of One Hundred Dollars (\$100) per day from the date an Elevator Equipment Testing, Inspection, and Maintenance Service is scheduled for completion to the date of actual completion of such Elevator Inspection and Preventative Maintenance Service.

**4.7 District Payments.** The District will make payment of the undisputed amount due for Elevator Equipment Testing, Inspection, and Maintenance Services and Elevator Repair Services within thirty (30) days of the Contractor's submittal of a billing invoice. The foregoing notwithstanding, the District may withhold payment of any portion of any payment due the Contractor for losses, damages or costs sustained by the District as a result of the Contractor's default hereunder. Such withholdings will be released only after the Contractor's cure of its default(s) and the District's retention of losses, damages or costs resulting from such Contractor default. The Contractor is liable for losses, damages or costs incurred by the District resulting from a Contractor default which exceeds the amount of any payment withheld by the District pursuant to the foregoing.

**4.8 Withholding or Deduction of Compensation to the Contractor.** The District may withhold or deduct any portion of the compensation due the Contractor under this Contract in such sums as determined by the District or required by applicable law for: (i) levies or other similar instruments; (ii) losses, damages or costs resulting from the Contractor's failure to fully and timely complete its obligations hereunder, including without limitation Liquidated Damages. Withholdings pursuant to (ii) above will be released only after the Contractor fully cures its failure to timely or fully complete obligations hereunder and after deducting losses, damages or costs resulting from the Contractor's failure to timely and fully complete obligations hereunder. Notwithstanding any compensation withheld or deducted from the Contractor pursuant to the foregoing, the Contractor remains liable to the District for losses, damages or costs resulting from (ii) above which exceed any amount withheld and deducted from the Contractor.

## **5. Services Schedule.**

**5.1. Test/Inspection Services Scheduled.** Within fifteen (15) days of the date of this Contract, the Contractor shall prepare and submit to the District for review and acceptance a Testing and Inspection Services Schedule which identifies the start date and completion date for the Elevator Testing/Inspection Services the Contractor will complete at each Site and each facility at each Site during the first twelve (12) months of the Term.

**5.2. Maintenance Services Scheduled.** Within fifteen (15) days after the District's award of this Contract, the Contractor shall prepare and submit to the District for review and acceptance, a Maintenance Services Schedule which identifies the start date and completion date for the Elevator Maintenance Services the Contractor will complete at each facility at each Site during the first twelve (12) months of the Initial Term. The Testing and Inspection Schedule and the Maintenance Schedule are collectively referred to herein as the "Services Schedule".

**5.3. District Review and Acceptance of Services Schedule.** The District shall have ten (10) days to review the Services Schedule to accept the same or to provide review comments to the Contractor for incorporation into the Services Schedule. The Contractor shall incorporate District review comments into the Services Schedule and submit the revised Services Schedule to the District for review and acceptance. The foregoing review and revision process shall continue until the District has accepted the entirety of the Services. The Services Schedule shall be prepared with commercially available project scheduling software approved in advance by the District.

**5.4. Annual Services Schedule.** The Contractor shall prepare a Services Schedule for each twelve (12) month increment of the Term ("Annual Services Schedule"). The Contractor shall submit the Annual Services Schedule to the District for review and acceptance at least sixty (60) days prior to expiration of the then current twelve (12) month increment of the Term. Each Annual Services Schedule is subject to District review and Contractor revisions as necessary to obtain District acceptance of the entirety of the Annual Services Schedule.

**5.5. Liquidated Damages for Failure to Comply with Services Schedule.** Failure of the Contractor to start and complete Services in accordance with the Services Schedules prepared by the Contractor and accepted by the District will subject the Contractor to Liquidated Damages set forth in this Contract.

## **6. Insurance; Indemnity**

- 6.1. Contractor Insurance.** At all times during the Term of this Contract, the Contractor shall obtain and maintain the insurance coverages noted herein; each required policy of insurance shall be in the minimum coverage amount noted herein.
- 6.2. Workers Compensation Insurance; Employer's Liability Insurance.** The Contractor shall obtain Workers Compensation Insurance covering all employees of the Contractor engaged in operations under this Contract. The Workers Compensation Insurance shall cover claims under workers' compensation, disability benefits and other similar employee benefit laws applicable to the Contractor's operations under this Contract. The Employer's Liability Insurance shall cover bodily injury or death by accident or disease to any employee which arises out of the employee's employment by the Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as additional coverage under the Workers Compensation Insurance policy. The minimum coverage amount under the Workers Compensation Insurance shall be in accordance with applicable law. The minimum coverage amount under the Employers Liability Insurance shall be One Million Dollars (\$1,000,000).
- 6.3. Commercial General Liability Insurance.** The Commercial General Liability Insurance obtained by the Contractor shall cover the types of claims set forth below which may arise out of or result from the operations of the Contractor under this Contract. The Commercial General Liability Insurance shall cover: (i) claims for damages for bodily injury, sickness, disease or death of persons other than the Contractor's employees; (ii) claims for damages due to injury or death of persons or damage to property, including the loss of use thereof; (iii); contractual liability applicable to the obligations under this Contract; and (iv) completed operations. The Commercial General Liability Insurance policy shall name the District including, without limitation, District officers, directors, employees, representatives, the District's Board of Trustees and individual members of the Board of Trustees, as additional named insureds thereunder. The minimum coverage limits under the Commercial General Liability Insurance shall be Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
- 6.4. Automobile Liability.** The Automobile Liability insurance policy shall cover claims for damages arising out of bodily injury or death of persons or damage to property arising out of Contractor's ownership, maintenance or use of motor vehicles. The Contractor's Automobile Liability insurance may be a combined single limit policy with minimum coverage limits of Two Million Dollars (\$2,000,000).
- 6.5. Certificates of Insurance; Policy Requirements.** Prior to the commencement of the Term of this Contract, the Contractor shall deliver to the District Representative Certificates of Insurance evidencing each of the insurance coverages required to be obtained and maintained by the Contractor. Each policy of insurance obtained by the Contractor hereunder shall provide, by endorsement or otherwise, that the policy of insurance will not be permitted to lapse or expire, or to be materially modified without at least thirty (30) days advance written notice to the District. All insurance shall be issued by insurers authorized by California law to issue policies of insurance with a current A.M. Best rating of at least A/VII. The District shall be an Additional Insured to the Contractor's Commercial General Liability Insurance and the Automobile Liability Insurance.
- 6.6. Deductibles; Premiums.** The Contractor is solely responsible for the full and timely payment of premiums for policies of insurance the Contractor is required to obtain and maintain under this Contract. In the event of a loss under a policy of insurance obtained and maintained by the

Contractor hereunder, the Contractor shall be solely responsible for payment of the deductible, if any, associated with such loss.

**6.7. District Rights.** If the Contractor fails or refuses to obtain and maintain any policy of insurance required hereunder, the District may, but is not obligated to, obtain such policy of insurance on behalf of the Contractor. If the District obtains a policy of insurance on behalf of the Contractor pursuant to the foregoing, the Contractor shall be responsible for payment of all premiums associated with such policy of insurance and an administrative fee equal to twenty-five percent (25%) of the premium costs.

**6.8. District Insurance.** During the Term of this Contract, the District will maintain insurance against the perils, losses and claims described herein, provided that the District may, in its discretion, elect to self-insure, obtain commercially available insurance policy(ies) or obtain insurance coverages through one or more Joint Powers Authorities.

6.8.1. **General Liability Insurance.** The District will obtain General Liability Insurance covering the risks of death or bodily injury to persons and damage to property.

6.8.2. **Property Casualty Insurance.** The District will obtain Property Casualty Insurance which will include coverage for the risks of loss, damage or destruction to the District's buildings and/or campuses. The foregoing notwithstanding, the District's Property Casualty Insurance will not provide coverage for the risk of loss, damage or destruction of items of personal property leased, rented or owned by the Contractor. The Contractor is solely responsible, without additional payment or compensation from the District, for the costs to replace or repair any personal property owned, rented or leased by the Contractor.

**6.9. Labor and Material Payment Bond.** Prior to commencement of the Work, the Contractor shall furnish a Labor and Material Payment Bond as security for payment of persons or entities performing Services or furnishing materials/equipment in connection with completion of Services in a penal sum equal to One Hundred Percent (100%) of the Contract Price under this Contract. The penal sum of the Payment Bond shall be **Four Hundred Seventy-Four Thousand Three Hundred Eighty-Four Dollars (\$474,384)** and in the form and content set forth in Exhibit A to this Contract. The failure or refusal of the Contractor to furnish the Labor and Material Payment Bond is a default by the Contractor of a material obligation of the Contractor under this Contract. The Surety issuing the Labor and Material Payment Bond shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; and (ii) A.M. Best rated A-/VII or better.

**6.10. Contractor Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the District and, as applicable, its employees, officers, directors, Board of Trustees, individual members of the Board of Trustees, agents and representatives ("the Indemnified Parties") from any and all claims, demands, actions, losses, responsibilities or liabilities of any kind, type or nature for: (i) injury or death of the Contractor's employees arising out of this Contract; (ii) injury or death of persons or damage to property, or (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent, reckless, grossly negligent or willful conduct of the Contractor and its employees, agents and representatives. The foregoing shall include, without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the Contractor's completion of obligations under this Contract or the earlier termination hereof until barred by the applicable Statute of Limitations.

## 7. Termination.

**7.1. Termination for Default.** Either the District or the Contractor may terminate this Contract upon seven (7) days written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder including, without limitation: (i) the breach of any material obligation hereunder; (ii) an assignment by Contractor for the benefit of creditors; (iii) one Party files or has filed against the other party a proceeding for protection under state insolvency laws or the United States Bankruptcy Code; or (iv) either Party conducts operations under this Contract in violation of the Laws. Upon the Initiating Party's issuance of the written notice pursuant to the foregoing, the defaulting Party shall have seven (7) days to undertake and complete a cure of the matters set forth in the District's written notice, provided that if the nature of the matters set forth in the District's notice reasonably requires more than seven (7) days to complete the cure, this Contract shall not be terminated so long as the Defaulting Party diligently prosecutes the cure to completion. If the Defaulting Party fails to take cure actions set forth above or to diligently and completely prosecute cure actions, this Contract shall be deemed terminated, without further action of the District or the Contractor, as of the eighth (8th) day after the date of the Initiating Party's written notice. If the District exercises the right of termination hereunder, the Contract Payments due from the District to the Contractor as of the effective date of termination, if any, shall be based upon Elevator Services provided prior to the effective date of the termination of this Contract, reduced by the District's losses, damages, or other costs resulting from the cause(s) for termination of this Contract.

**7.2. District Termination of Contract for District Convenience.** The District may, at any time during the Term or an Extended Term, by written notice to the Contractor, elect to terminate this Contract, in whole or in part, for the District's convenience. The termination of this Contract for the District's convenience shall be effective seven (7) days after the date of the District's notice of termination for the District's convenience, unless a longer period is set forth in the District's written notice. In such case, the Contractor shall be entitled to payment for Elevator services actually performed as of the effective date of such termination for convenience of the District. If this Contract is terminated in part (by elimination of any Services) pursuant to the foregoing, the Contractor shall continue to fully and timely perform all other obligations not subject to such partial termination.

**7.3. Contractor's Obligations upon Termination of Contract.** Upon the expiration of the Term or the earlier termination of this Contract for default or the District's convenience, the Contractor shall assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, maintenance manuals, equipment specifications, samples or electronic files) prepared by or on behalf of the Contractor in connection with its performance of this Contract. The Contractor shall deliver the originals of all work product, instruments or service and other items of a tangible nature within ten (10) days of the District's request for such materials. Notwithstanding any payment due from the District to the Contractor as of the District's termination of this, the District is not obligated to disburse such payment and the Contractor is not entitled to receipt of such payment until after the Contractor has fully complied with the foregoing.

## 8. Disputes.

**8.1. Mandatory Mediation.** All claims, demands, disputes and other matters in controversy between the District and the Contractor arising out of or relating to the Elevator Testing, Inspection, and Preventative Maintenance Services or this Contract (collectively "Claims") are

subject to mandatory non-binding mediation conducted under the auspices of Judicial Arbitration and Mediation Services (JAMS) prior to either the District or the Contractor initiating binding arbitration procedures.

**8.2. Government Code Claim Requirements.** Pursuant to Government Code §930.6, Claims asserted by the Contractor against the District for money or damages, including without limitation Claims remaining after completion of the non-binding mediation resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of binding arbitration proceedings relating to Claims is the Contractor’s compliance with the Government Code Claims Process, including without limitation, presentation of the Claims and action thereon by the District or deemed rejected by the District in accordance with Government Code §900, et seq.

**8.3. JAMS Binding Arbitration.** Claims remaining after the mandatory mediation and Government Code Claims Process shall be resolved by binding arbitration conducted before a retired judge in accordance with the JAMS rules in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

8.3.1. **Demand for Arbitration.** A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations.

8.3.2. **Discovery.** The discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable to arbitration proceedings commenced hereunder and the same shall be deemed incorporated herein by this reference.

8.3.3. **Arbitration Award.** The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the County of Orange. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

8.3.4. **Arbitration Fees and Expenses.** The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration.

The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.

8.3.5. **Limitation on Arbitrator.** The Superior Court for the State of California for the County of Orange has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a separate pending proceeding on a common issue of law or fact.

8.3.6. **Limitation on Special/Consequential Damages.** In the event of the District's breach or default of its obligations under the Contract, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

## 9. Miscellaneous.

9.1. **Governing Law; Interpretation.** This Contract shall be governed and interpreted in accordance with California law. This Contract shall be interpreted as a whole in accordance with its fair meaning and not strictly for or against the Contractor or the District. Marginal headings in this Contract are for convenience of reference only and shall not enlarge or diminish any rights or obligations of the District or the Contractor. In the event of conflicts or inconsistencies between the terms of this Contract and any portion of the RFQ/RFP Response, the terms of this Contract shall govern and control.

9.2. **Cumulative Rights and Remedies.** Duties and obligations set forth in this Contract are in addition to and not in lieu of duties and obligations arising by operation of law and applicable to the transaction contemplated in this Contract. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded the District under this Contract or by operation of law nor a waiver of any default or breach by the Contractor of its obligations under this Contract.

### 9.3. Prohibition on Harassment.

9.3.1. **District's Policy Prohibiting Harassment.** The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as

racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

- 9.3.2. **Contractor’s Adoption of Anti-Harassment Policy.** Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.
- 9.4. **Contractor Independent Contractor Status.** In performing its obligations under this Contract, the Contractor is an independent Contractor to the District. Neither the Contractor nor any of Contractor’s employees are entitled to rights or benefits as employees of the District.
- 9.5. **Maintenance of Books and Records.** The Contractor shall maintain books and accounting records of expenses and revenue in connection with its operations under this Contract. Books and accounting records shall be contemporaneously maintained in accordance with generally accepted accounting principles applied in a consistent manner. Books and accounting records, along with underlying source data, shall be available to the District for review, inspection, or reproduction upon reasonable advance request at the Contractor’s principal place of business or at the District Administrative Offices. The Contractor shall maintain its books and accounting records relating to Elevator Equipment Testing, Inspection, and Maintenance Services under this Contract for five (5) years after expiration of the Term hereof or the earlier termination of this Contract.
- 9.6. **Local Hires and Local Business Participation.** The Contractor shall complete and submit the Local Hires and Local Business Participation Statement upon request by the District.
- 9.7. **Time.** Time is of the essence in the performance and completion of obligations hereunder.
- 9.8. **Confidential/Proprietary Information.** The Contractor and its personnel may, in the course of completing obligations hereunder: (i) prepare materials consisting of or incorporating District confidential/proprietary information; or (ii) have access to District confidential/proprietary information. Except as required by a valid order of a court of competent jurisdiction, the Contractor and its personnel shall not disburse, distribute or disseminate to any person or entity in any and in whole or in part any District confidential/proprietary information.
- 9.9. **Severability.** If any term or condition of this Contract is deemed invalid, unenforceable or void by a court of competent jurisdiction, such term or condition shall be deemed severed from this Contract and all remaining terms and conditions shall remain in full force and effect.
- 9.10. **Notices.** Notices shall be addressed as follows:

If to the District	If to the Contractor
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Carri M. Matsumoto, Assistant Vice Chancellor Rancho Santiago Community College District Facility Planning, District Construction and Support Services 2323 North Broadway, Suite 112 Santa Ana, California 92706-1640	Lina Rough, President Excelsior Corporation 1961 Blair Avenue Santa Ana, California 92705
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The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be transmitted by United States Mail, Certified, Return Receipt Requested with postage fully prepaid. Notices shall be deemed effective the third (3<sup>rd</sup>) business day after the postmark date.

- 9.11. Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original.
- 9.12. No Assignment.** Neither the District nor the Contractor shall assign this Contract without the prior consent of the other. The District's consent to the Contractor's assignment may be granted, denied or conditioned in the sole discretion of the District.
- 9.13. Electronic and Digital.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act ("UETA") (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- 9.14. Entire Agreement.** This Agreement (Attachment A), the RFQ/RFP, the RFQ/RFP Response and the following Attachments constitute the entire Agreement and understanding between the Parties concerning the subject matter hereof:

- RFQ/RFP Instructions
- RFQ/RFP Response
- The District Elevator Equipment
- Scope of Work
- Contract Requirements
- Attachment A-1: Elevator Equipment Testing, Inspection, and Maintenance Service Agreement
- Exhibit A: Labor and Material Payment Bond
- Attachment A-2: Proposal Worksheet/Summary of Yearly Costs
- Attachment A-3: Elevator Repair Services Hourly Rates
- Attachment B: Qualification Statement
- Attachment C: Proposal Forms
  - C-1: Proposal Certifications
  - C-2: Prevailing Wage and Related Requirements Certification
  - C-3: Insurance Documents & Endorsements
  - C-4: Workers' Compensation Certification
  - C-5: Contractor's Certificate Regarding Drug-free Workplace Certification
  - C-6: Contractor's Certificate Regarding Alcoholic Beverage

and Tobacco-free Campus Policy  
C-7: Criminal Background Investigation/Fingerprinting  
Certification  
C-8: Local Hire and Local Business Information  
C-9: Supplemental Conditions

Attachment D: Photo Exhibits  
Exhibit B1-B5: Site Maps and Buildings

The foregoing notwithstanding, if there is any conflict or inconsistency between the terms of this Agreement and any portion of the RFQ/RFP Response, the terms of this Agreement shall govern and prevail. This Agreement supersedes and replaces all prior verbal and written negotiations, understandings and/or agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by written instrument duly executed by or on behalf of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

<p><b>CONTRACTOR:</b></p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Tax ID: _____</p> <p>E-mail: _____</p> <p>DIR NO: _____</p>	<p><b>DISTRICT:</b> RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>By: _____</p> <p>Title: <b>Adam M. O'Connor</b>, Interim Vice Chancellor Business Operations/Fiscal Services</p> <p>Date: _____</p>
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COPIES TO:

GENERATING OFFICE

Agreement No.  
Board Approval:

0407.00  
April 12, 2021

Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri M. Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and Support Services

**EXHIBIT A-LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (“the Obligee”) for payment of the penal sum the penal sum of **Four Hundred Seventy-Four Thousand Three Hundred Eighty-Four Dollars (\$474,384)** in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Elevator Testing, Inspection, and Maintenance Services Agreement**.

WHEREAS, the Principal, has entered into a Contract with the Obligee for performance of the Work, the Contract and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” refers to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney’s fees pursuant to California Civil Code §9554.

**[CONTINUED NEXT PAGE]**

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by their duly authorized agent or representative.

\_\_\_\_\_  
(Contractor-Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

(Attach Notary Public Acknowledgement of Principal's Signature)

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

## ATTACHMENT A- 2 PROPOSAL WORKSHEET/SUMMARY OF YEARLY COSTS

Include the fiscal schedule rates and charges for Elevator Testing, Inspection, and Preventative Maintenance Services at each campus on the summary worksheet below. Provide a fixed, lump sum total cost to accomplish the work outlined in the scope of work listed under the Elevator Testing, Inspection, and Preventative Maintenance Services Scope of Work. The fee shall include the Payment and Material Bond Fees for the duration of the contract. Use the budget table format below to provide cost breakdown.

Santa Ana College						
Campus/Building	State License	Year 1 FY 20-21	Year 2 FY 21-22	Year 3 FY 22-23	Year 4 FY 23-24	Year 5 FY 24-25
SAC: A	107483	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: B	123385	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: C	54548	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: D-1	169326	\$ 2,090.00	\$ 2,090.00	\$ 2,141.00	\$ 2,193.00	\$ 2,250.00
SAC: D-2	169327	\$ 2,090.00	\$ 2,090.00	\$ 2,141.00	\$ 2,193.00	\$ 2,250.00
SAC: H	30537	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: I	152092	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: L-1	53159	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: L-2	105866	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: O	177203	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: R	44526	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: S	53816	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: T	49409	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: V	157592	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: SC-1	184507	N/A	N/A	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: SC-2	184508	N/A	N/A	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SAC: JSC-1	TBD	N/A	N/A	\$ 2,361.00	\$ 2,413.00	\$ 2,466.00
SAC: JSC-2	TBD	N/A	N/A	\$ 2,361.00	\$ 2,413.00	\$ 2,466.00
SAC: HS-1	TBD	N/A	N/A	N/A	N/A	N/A
SAC: HS-2	TBD	N/A	N/A	N/A	N/A	N/A
	Total Yearly Cost	\$ 25,228.00	\$ 25,228.00	\$ 34,204.00	\$ 35,056.00	\$ 35,864.00

Santiago Canyon College						
Campus/Building	State License	Year 1 FY 20-21	Year 2 FY 21-22	Year 3 FY 22-23	Year 4 FY 23-24	Year 5 FY 24-25
SCC: A	81003	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: B	81331	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: D-1	101748	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: D-2 (WC Lift)	TBD	\$ 1,200.00	\$ 1,200.00	\$ 1,236.00	\$ 1,260.00	\$ 1,260.00
SCC: E-1	134010	\$ 2,090.00	\$ 2,090.00	\$ 2,141.00	\$ 2,193.00	\$ 2,250.00
SCC: E-2	134011	\$ 2,090.00	\$ 2,090.00	\$ 2,141.00	\$ 2,193.00	\$ 2,250.00
SCC: G	163068	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: H-1	163255	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: H-2	163341	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: L	143885	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: SC-1	153438	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
SCC: SC-2	153439	\$ 1,754.00	\$ 1,754.00	\$ 1,800.00	\$ 1,846.00	\$ 1,888.00
	Total Yearly Cost	\$ 21,166.00	\$ 21,166.00	\$ 21,718.00	\$ 22,260.00	\$ 22,752.00

<b>Digital Media Center</b>						
Campus/Building	State License	Year 1 FY 20-21	Year 2 FY 21-22	Year 3 FY 22-23	Year 4 FY 23-24	Year 5 FY 24-25
DMC-1	143720	\$1,754.00	\$1,754.00	\$1,800.00	\$1,846.00	\$1,888.00
DMC-2 (WC Lift)	143758	\$1,200.00	\$1,200.00	\$1,236.00	\$1,260.00	\$1,260.00
	Total Yearly Cost	\$2,954.00	\$2,954.00	\$3,036.00	\$3,106.00	\$3,148.00

<b>District Operations Center</b>						
Campus/Building	State License	Year 1 FY 20-21	Year 2 FY 21-22	Year 3 FY 22-23	Year 4 FY 23-24	Year 5 FY 24-25
DOC-1	49336	\$1,754.00	\$1,754.00	\$1,800.00	\$1,846.00	\$1,888.00
DOC-2	49337	\$1,754.00	\$1,754.00	\$1,800.00	\$1,846.00	\$1,888.00
	Total Yearly Cost	\$3,508.00	\$3,508.00	\$3,600.00	\$3,692.00	\$3,776.00

<b>Summary of Yearly Costs</b>					
Campus	Year 1 FY 20-21	Year 2 FY 21-22	Year 3 FY 22-23	Year 4 FY 23-24	Year 5 FY 24-25
Santa Ana College	\$ 25,228.00	\$ 25,228.00	\$ 34,204.00	\$ 35,056.00	\$ 35,864.00
Santiago Canyon College	\$ 21,166.00	\$ 21,166.00	\$ 21,718.00	\$ 22,260.00	\$ 22,752.00
Digital Media Center	\$2,954.00	\$2,954.00	\$3,036.00	\$3,106.00	\$3,148.00
District Operations Center	\$3,508.00	\$3,508.00	\$3,600.00	\$3,692.00	\$3,776.00
<i>Campus Subtotals</i>	\$ 52,856.00	\$ 52,856.00	\$ 62,558.00	\$ 64,114.00	\$ 65,540.00

<i>Combined Campus Subtotals*</i>	\$ 297,924.00
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<b>District Allowance for Repair Work for 5-Year Agreement</b>	
Santa Ana College	\$150,000.00
Santiago Canyon College	\$10,000.00
Digital Media Center	\$8,000.00
District Operations Center	\$5,000.00
Total District Allowance for 5-Year Agreement	\$173,000.00
Allowance Payment and Material Bond Fee Adjustment	\$3,460.00
<b>Grand Total</b>	<b>\$ 474,384.00</b>

\*Subtotals include Payment and Material Bond Fees

District Allowance. The District will include an Allowance over the five (5) years to provide repairs to the Elevator and Lift Systems deemed necessary and urgent. This work includes repairs to address system deficiencies, urgent repairs, electrical repairs, mechanical repairs, and other system repairs necessary for a functional system. The repair work may include recommendations and corrective actions recommended by the Contractor after system testing, inspection, and maintenance services are performed.

The District will either request a fixed fee proposal or request additional hourly services using the rates identified in Attachment A-3, Elevator Repair Services Hourly Rates. Prior written approval by the District is required for use of the allowance.



**ATTACHMENT A- 3 ELEVATOR REPAIR SERVICES HOURLY RATES**

The undersigned submits this Proposal for Elevator Testing, Inspection, and Preventative Maintenance Services, RFQ/RFP #2021-288.

Personnel Title/Description	Normal Hours Hourly Rate (Fully Burdened w/ no OH & P)	Overtime Hourly Rate (Fully Burdened w/ no OH &P)	Double-Time Rates (Fully Burdened w/no OH & P)
Elevator Mechanic	\$205	\$410	\$410
Elevator Helper/Apprentice	\$164	\$328	\$328

\*Proposed labor charges only includes time on campus. Prevailing wage rates must be incorporated for all proposed labor charges.

\*Labor not subject to mark-up charges include (i) travel time; (ii) supervision, training (excludes training of District Personnel); and (iii) administrative support cost.

Insert Contractor's Proposed Mark-Up on Repair Work inclusive of labor, material, and equipment: **15%**. All repair work shall be subject to prior approval by the District.