



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services
Department No.: 063
For Agenda Of: May 20, 2008
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Bob Nisbet, Director 568-1011
Paddy Langlands, Assistant Director 568-3096

SUBJECT: South County Elevator Service Contract

County Counsel Concurrence

As to form: Yes

Other Concurrence:

As to form: Yes

Recommended Actions:

That the Board of Supervisor's approve and authorize the Chair to execute a five year service contract for South County facilities with Republic Elevator of Santa Barbara in the amount of \$73,338.00 per year for a total of \$366,690.00. This contract will run from July 1, 2008 through June 30, 2013.

Background:

The current contract was a five-year contract beginning in 1997 with six (6) one-year extensions. General Services went out to bid to account for the current elevator codes and to include the more modern elevators installed in County building since the last specification was written.

The County contracts for elevator preventative maintenance and repairs for all elevators in South County facilities. An invitation for bid was issued on March 10, 2008 and two (2) local vendors attended the bid walk with Republic Elevator submitting the lowest responsible bid.

Fiscal and Facilities Impacts:

This contract will cover all preventative maintenance to be done on the twenty four (24) elevators and three (3) dumbwaiters in the South County facilities.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fund: 0001 Dept: 063 Account: 7120 Program: 1215 Org Unit: 1210

Fiscal Analysis: *"Double Click to see Funding Source Instructions"*

Funding Sources	Current FY Cost:	Annualized On-going Cost:	Total One-Time Project Cost
General Fund	\$ 78,238.80	\$73,338.00	\$ 366,690.00
State			
Federal			
Fees			
Other:			
Total	\$ 78,238.80	\$ 73,338.00	\$ 366,690.00

Special Instructions:

Please forward the fully executed original contract and Minute Order to Traci Lothery, Departmental Assistant, Senior, General Services, Facilities Services Division.

Attachments:

Agreement for Services

Authored by:

Traci Lothery, Departmental Assistant, Senior, General Services, Facilities Services Division.

Contract Summary Form:

Contract Number: BC 08-

Complete the information below, print this form, obtain the signature of the authorized departmental representative and submit this form to the Clerk of the Board with the contract package. See also: Contracts for Services Policy.

D1. Fiscal Year : 2008/2009 through 2012/2013
 D2. Budget Unit Number : 063
 D3. Requisition Number : N/A
 D4. Department Name : General Services
 D5. Contact Person : Traci Lothery
 D6. Phone : 805.568.2639

K1. Contract Type (*check one*): Personal Service Commodity Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Janitorial Service to Goleta facilities
 K3. Original Contract Amount : N/A
 K4. Contract Begin Date : 07/01/2008
 K5. Original Contract End Date : 06/30/2013
 K6. This Amendment Number : 00
 K7. - Total Previous Amendments : N/A
 K8. - This Amendment Amount : N/A
 K9. - Revised Total Contract Amount : N/A
 K10. - Revised End Date : N/A
 K11. Department Project Number : N/A

B1. Is this a Board Contract (*Yes/No*) : Yes
 B2. Number of Workers Displaced (*if any*) : N/A
 B3. Number of Competitive Bids (*if any*) : 1
 B4. Lowest Bid Amount (*if bid*) : \$366,690.00
 B5. If Board waived bids, show Agenda Date : N/A
 B6. ... and Agenda Item Number : N/A
 B7. Boilerplate Contract Text Unchanged? (*Yes/No*): Yes

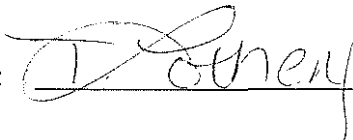
F1. Encumbrance Transaction Code : N/A
 F2. Current Year Encumbrance Amount : N/A
 F3. Fund Number : 0001
 F4. Department Number : 063
 F5. Division Number (*if applicable*) : 1215
 F6. Account Number : 7120
 F7. Cost Center number (*if applicable*) : N/A

F8. Payment Terms : Net 30
 V1. Auditor Vendor Number :
 V2. Payee/Contractor Name : Republic Elevator
 V3. Mailing Address : 77 South Fairview Avenue
 V4. City : Goleta
 V5. State (two letter) : CA
 V6. Zip (include +4 if known) : 93117
 V7. Telephone Number : 805.683-6302
 V8. Vendor's Federal Tax ID Number (EIN or SSN):. 770001470
 V9. Contact Person : Jeff Dell
 V10. Workers Comp Insurance Expiration Date : 11/01/2008
 V11. General Liability Insurance Expiration Date : 07/18/2008
 V12. Professional License Number : N/A
 V13. Verified by : Traci Lothery

V14. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

This information has been reviewed and is complete and accurate as presented. Concurrences as required are represented by signature on the contract signature page.

Date: 05/08/2008

Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Republic Elevator having its principal place of business at 77 South Fairview Avenue, Goleta, California 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Traci Lothery at phone number 805/568-2639 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jeff Dell at phone number 805/683-6302 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: General Services, Facilities
 1105 Santa Barbara Street
 Santa Barbara, California 93101

To CONTRACTOR: Republic Elevator
 77 South Fairview Avenue
 Goleta, California 93117

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 2008 and end performance upon completion, but no later than June 30, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not

limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed in Section 3 by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against

discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the

officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred

by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall

prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Republic Elevator.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ACCEPTED AND AGREED this _____ day of _____, 2008.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST: _____
Michael F. Brown
Clerk of the Board

By: _____
Chair, Board of Supervisors
SALUD CARBAJAL

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DANIEL WALLACE
INTERIM COUNTY COUNSEL

"CONTRACTOR"

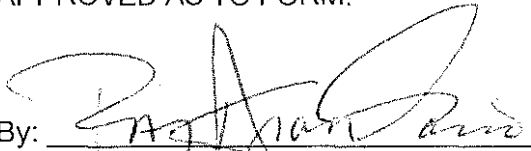
By:  _____
Deputy

By: JEFFREY DELU
Name


Signature

5/6/08
Date

77-0001470
IRS NO.

APPROVED AS TO FORM:

By: _____
Ray Aromatorio, ARM, AIC
Risk Program Administrator

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA

By:  _____
Auditor-Controller



EXHIBIT A

SCOPE OF WORK AS DESCRIBED IN THE REQUEST FOR PROPOSAL

EXHIBIT B

PAYMENT ARRANGEMENTS
Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$73,338.00 per year for a total of \$366,690.00 (South County)**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance**

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage's at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

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1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

 2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

-
3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder. In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT D

**YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

REMOVED

March 1, 2004

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D



REPUBLIC ELEVATOR COMPANY

Post Office Box 1222, Goleta, CA 93116 Phone 1800-648-6302 Fax 805 683-8948

License Number C11-527434

Republic Elevator Company was founded in Santa Barbara, California, in 1981. During the following 26 years, while remaining predominately involved in the Central Coast area, we have evolved into one of California's largest AMERICAN owned and operated service and construction firms, doing business throughout the entire state. We are a union shop, signatory with the International Union of elevator Constructors (IUEC), as well as a state registered small business.

Our main office and warehouse complex is located in Goleta and provides nearly 8000 square feet of space, serving as the center for both our service and construction shops. In this facility, we stock a complete inventory of parts and supplies for all makes and manufacturer's of elevator equipment. In addition, our custom cab shop produces some of the finest elevator cabs in California.

Our field employees are IUEC schooled, trained, tested and certified to work on all types of vertical transportation. Our service fleet (the largest in the area) is on call 24 hours a day, seven days a week. Field employees are strategically placed throughout California, but the preponderance of our staff resides in and works on the Central coast. We have at a minimum of eight technicians working within your area and these men are in constant contact with the office through cell phones and pagers. They can be dispatched immediately to provide you with the fastest response time.

Republic Elevator Company installs, services, and repairs elevators in public, private and government sector. In addition to providing you with excellent service of your equipment, we have had extensive experience with the unique needs incorporated into government contracts, including special entry procedures, parking arrangements, security clearances, insurance and bonding requirements and special billing policies.

Republic Elevator was screened and accepted as a member of the National Elevator Safety Association on October 1, 1990. We continue to participate in this program, which is exclusively available only to elevator companies with the highest safety performance records.

Our insurance carrier is Starnet Insurance Company, assigned an extremely high BEST rating of A plus 15. Should we be selected to provide your service maintenance; your organization will be named additional insured.

Thank you very much for reviewing our past. We feel we can serve all your elevator needs in the future. If there are questions, please call 1-800-648-6302.

Best regards,

Jef Dell-President
Republic Elevator Company

YEARLY COST BREAKDOWN SANTA BARBARA COUNTY

BUILDING #	BUILDING NAME	ELEVATOR #	MONTHLY AMOUNT
NORTH COUNTY			
PO3003	ADMINISTATION BLDG.	65750	\$ 196.30
PO3001	LOMPOC OLD COURT	65749	\$ 196.30
PO3004	LOMPOC MENTAL HEALTH	107528	\$ 196.30
TO3403	GENERAL SERVICES FACILITY	64815	\$ 196.30
TO5003	MENTAL HEALTH	106602	\$ 196.30
TO2006	SANTA MARIA PROBATION	99023	\$ 196.30
TO2001	SANTA MARIA PUBLIC HEALTH	99022	\$ 196.30
TO2005	SANTA MARIA SOCIAL SERVICES	99422	\$ 196.30
TO2005	SANTA MARIA SOCIAL SERVICES	99423	\$ 196.30
TO4004	SANTA MARIA SUPERIOR COURT	67612	\$ 196.30
TO4004	SANTA MARIA SUPERIOR COURT	99876	\$ 196.30
TO4004	SANTA MARIA SUPERIOR COURT	100161	\$ 196.30
TO4004	SANTA MARIA SUPERIOR COURT	100162	\$ 196.30
TO4004	SANTA MARIA SUPERIOR COURT	100163	\$ 196.30
NORTH MONTHLY			\$ 2,748.20

YEARLY COST BREAKDOWN
SANTA BARBARA COUNTY

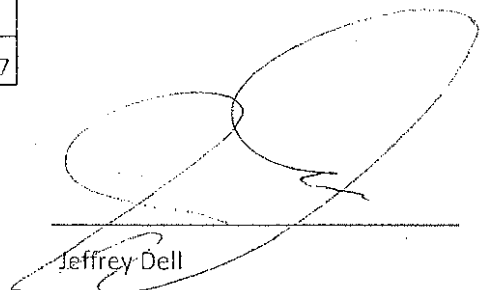
BUILDING #	BUILDING NAME	ELEVATOR #	MONTHLY AMT.
SOUTH COUNTY			
FO1005	S.B. ADMINISTRATION	42699	\$ 196.30
FO1005	S.B. ADMINISTRATION	43046	\$ 403.10
FO1005	S.B. ADMINISTRATION	43047	\$ 403.10
FO2001	HALL OF RECORDS	140543	\$ 196.30
FO2002	COURTHOUSE ANNEX	47051	\$ 403.10
FO2003	COUNTY COURTHOUSE	46265	\$ 196.30
FO2003	COUNTY COURTHOUSE	47005	\$ 196.30
FO2004	COURTHOUSE EAST WING	16361	\$ 196.30
FO1008	SUPERIOR COURT	29242	\$ 196.30
FO1007	JURY ASSEMBLY	107894	\$ 196.30
FO1011	PROBATION BUILDING	99413	\$ 196.30
FO1004	ENGINEERING BUILDING	50063	\$ 196.30
FO1001	SCHWARTZ BUILDING	134576	\$ 196.30
FO1006	DISTRICT ATTORNEY	134577	\$ 196.30
JO3010	GOLETA JAIL	86514	\$ 196.30
JO3010	GOLETA JAIL	49431	\$ 196.30
JO3010	GOLETA JAIL	49432	\$ 196.30
JO2030	VA CLINIC	71050	\$ 196.30
JO2028	SOCIAL SERVICES	94135	\$ 403.10
JO2014	PUBLIC HEALTH	26646	\$ 403.10
JO2016	SURGICAL/PSYCH	35461	\$ 196.30
JO2016	SURGICAL/PSYCH	35462	\$ 196.30
JO2003	PHD #1	89855	\$ 196.30
JO2002	CASA NUEVA	128156	\$ 196.30
DUMBWAITERS			
FO1005	SB ADMINISTRATION	42698	\$ 122.10
FO2001	HALL OF RECORDS	43184	\$ 122.10
JO2030	VA CLINIC	51911	\$ 122.10
SOUTH MONTHLY			\$ 6,111.50

YEARLY COST BREAKDOWN SANTA BARBARA COUNTY

	5 YEAR MONTHLY	5 YEAR TOTAL
NORTH COUNTY TOTAL	\$ 2,748.20	\$ 164,892.00
SOUTH COUNTY TOTAL	\$ 6,111.50	\$ 366,690.00

\$ 8,859.70		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">5 YEAR TOTAL</td> <td style="width: 40%; text-align: right;">\$ 531,582.00</td> </tr> </table>	5 YEAR TOTAL	\$ 531,582.00
5 YEAR TOTAL	\$ 531,582.00	

HR. BILLING RATE - \$ 185.00	
O.T. PREMIUM	\$ 113.87



Jeffrey Dell
Republic Elevator Company



REPUBLIC ELEVATOR COMPANY

License Number C11-527434

Bidder Questionnaire

Q- How many years has your firm been in continuous operation?

A- 26 Years

Q- Your terms will be assumed Net 30 unless a prompt payment discount (20 days minimum for award consideration) is offered.

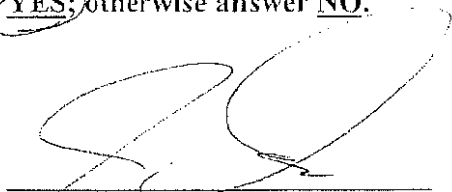
A- Net 30 Days

Q- If your warranty program can be summarized in a few words as suggested here, do so. Otherwise, a copy of your warranty program must be attached as Item W.

A- All new materials installed by Republic Elevator Co. have a warrantee for one year.

Q- We have no way to predict whether other public agencies within the County would have need for your services, nor what volume they may have. However, so that we may assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars by aggregating volume, if you will agree to extend the prices and terms of the resulting Agreement to other local-government agencies, answer

YES; otherwise answer NO.



Signature

4/08/08

Date

President

Title

805-683-1639

Phone Number

Republic Elevator Company 77 South Fairview Avenue Goleta, CA 93117
805-683-6302 Phone 805-683-8948 Fax



REPUBLIC ELEVATOR COMPANY

License Number C11-527434

SERVICE REFERENCES

**Samarkand Retirement Facility
2550 Treasure Drive
Santa Barbara, CA 93105
March 2000-Present**

**Bartlein & Company
3944 State Street, Suite 200
Santa Barbara, CA 93105-3170
January 2004-Present**

**Pacifica Property Management
222 E. Carrillo Street, Suite 101
Santa Barbara, CA 93101
August 2003-Present**

**Sansum S.B. Medical Clinic
215 Pesetas Lane
Santa Barbara, CA 93101
April 2004-Present**



REPUBLIC ELEVATOR COMPANY

License Number C11-527434

April 8, 2008

Republic Elevator currently has the largest work force in the Santa Barbara County area. Not including technicians that commute into the area. We have ten union trained technicians that reside within the county.

Our Technicians are experienced in all area of service, modernization, repair and new installation of elevators.

Technician	Location	Approximate years of experience
Larry Courtney	Santa Maria	20 years
Mark Kuhm	Goleta	25 years
Beau Henderson	Santa Barbara	20 Years
John Fullerton	Santa Maria	4 years
Carl Narine	Santa Barbara	18 years
Jef Dell	Santa Barbara	28 years
Frank Norcia	Santa Ynez	14 years
Steve Higgins	Santa Maria	9 years
Rick Ledesma	Lompoc	24 years

Exhibit A Statement of Work

Table of Contents

- 1.0 **Introduction**
- 2.0 **Primary Specifications** describing what is needed
- 3.0 **Ancillary Requirements** related to this Bid
- 4.0 **Terms & Conditions** that are general in scope
- 5.0 **Forms** completed by Supplier
- 6.0 **Attachments** providing supplemental information

1. **INTRODUCTION**
- 1.1. **INVITATION** - Thank you for your interest in this bid process. The County of Santa Barbara, through its Facilities Services Division, invites Replies which offer to provide the goods and/or services identified on the title page, summarized in the following paragraph, and described in greater detail in Sections 2 and 3 below.
 - 1.1.1. **WHAT WE NEED** - Performance of elevator maintenance service, including all necessary engineering, labor, tools, transportation, services, supervision, materials and equipment for specified facilities owned by the County of Santa Barbara.
 - 1.2. **DEFINITIONS** - We will speak with you relatively informally throughout the Invitation in order to help the process be a little more human and friendly. Even though the language is informal, we intend to express our expectations clearly, and they are to be legally interpreted to accomplish the outcome summarized above.
 - 1.2.1. **We / Us / Our** - These terms refer to the County of Santa Barbara, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

Facilities Services - The Facilities Services Division of the General Services Department, including its Facilities Manager and staff.

Department/s - The County department/s for which this bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - the County employee assigned as your primary contact for interaction regarding Agreement performance.
 - 1.2.2. **You / Your** - These terms refer to all recipients of this Invitation. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Supplier would have different obligations than "you" as a Vendor or Bidder may have. We'll be specific whenever it seems warranted.

Vendor - All business entities which may provide the subject goods and/or services.

Bidder - Any business entity submitting a Reply to this Invitation. Vendors which may be invited to respond or which express interest in this Invitation, but which do not submit a Reply, have no obligations with respect to the Bid requirements.

Supplier - The Bidder whose Reply to this Invitation is found by Facilities Services to suit the best interests of the County. Supplier will be selected for award, and will enter into an agreement for provision of the goods and/or services described in the Invitation.
 - 1.2.3. **Bid** - refers to the entire process we're embarking on here. It includes the Invitation, the Reply, and any other related activities and documentation until the award is consummated.
 - 1.2.4. **Invitation** - includes this document, and any related attachments or amendments. An Invitation may be used to solicit various kinds of information. The kind of information this Invitation seeks is indicated by the title appearing at the top of the first page. An "Invitation For Quote" is used when we have a pretty well-defined need to fulfill. An "Invitation For Proposal" is used when multiple alternative ways of meeting the need may be considered. This Invitation does not constitute an order for the goods or services specified.
 - 1.2.5. **Reply** - is the document submitted according to the Invitation instructions, plus any written clarifications we may request. Reply does not include any verbal or documentary interaction you may have with us apart from submittal of a formal Reply or of responses to our written request for clarification.
 - 1.2.6. **Operating Hours** - will mean 7:00 a.m. through 6:00 p.m., Monday through Friday.
 - 1.2.7. **Non-Operating Hours** - will mean 6:01 p.m. through 6:59 a.m. Monday through Thursday, and 6:01 p.m. Friday through 6:59 a.m. Monday.
 - 1.2.8. **Definition** - of technical terms in these specifications have the definition given in the latest edition of the American National Standard Safety Code for Elevators, and Escalators ASME A17.1.
 - 1.3. **INVITATION CLARIFICATION** - Questions regarding this Invitation should be directed in writing by email to Traci Lothery at tlothery@co.santa-barbara.ca.us, as soon as possible after you receive the Invitation. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Written requirements in the Invitation or its amendments are binding, but any oral communications between you and us are not.

- 1.3.1. **Bidder Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Invitation. By submitting a Reply, you are presumed to concur with all terms, conditions and specifications of the Invitation unless you have raised objection as instructed in Section 5. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award. If at any time we discover deviations in your Reply that are not identified as instructed, you will be subject to disqualification from consideration or cancellation of Agreement.
- 1.3.2. **Invitation Amendment** - If it becomes evident that this Invitation must be amended, we will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the lowest responsible Bidder and whose offer is the most advantageous to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by Facilities Services to be in the best interest of the County.
- 1.5. **AGREEMENT EXECUTION** - This Invitation and the Supplier's Reply (pertinent sections) will be made part of any resultant Agreement and will be incorporated in the Agreement as set forth, verbatim. Additional Agreement terms may be negotiated between Supplier and County.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Agreement, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Agreement (as it may be amended);
 - 2) the provisions of the Supplier's Reply (as it may be clarified);
 - 3) the provisions of the Invitation (as it may be supplemented).
- 1.6. **AGREEMENT PERIOD** - Any Agreement resulting from this Bid will be for a five (5) year period commencing with execution of Agreement (or on another mutually agreeable start date). The Agreement may be extended at the same rates and prices for an additional consecutive two (2) year period.
2. **PRIMARY SPECIFICATIONS**
- 2.1. **INTENT** - The intent of this Invitation for Bid is to establish the terms, conditions and specifications for the award of an Agreement to a qualified firm to provide elevator maintenance services for Santa Barbara County facilities. The successful Bidder will enter into an agreement ("Agreement") with the County of Santa Barbara ("County") to provide the specified elevator maintenance for elevators in County facilities.
- 2.2 **EQUIPMENT DESCRIPTION** - The following is a listing of each elevator and dumbwaiter to be serviced, by State Elevator License Number, Building Designation, Description, Capacity, Speed and Required Service Period. This is a complete list of all equipment upon which your bids should be made. County of Santa Barbara reserves the right to add or subtract elevators from the following list as necessary.

South County						
Building #	Name of Bldg.	Address	State #	Capacity	Speed FPM	Service Period
F01005	SB Admin Bldg.	105 East Anapamu Street, Santa Barbara	42699	4000#	50	Monthly
			43046	3000#	300	Monthly
			43047	3000#	300	Monthly
F02001	Hall of Records	1100 Anacapa Street, Santa Barbara	140543	2100#	125	Monthly
F02002	Courthouse Annex	1100 Anacapa Street, Santa Barbara	47051	2000#	350	Monthly
F02003	County Courthouse	1100 Anacapa Street,	46265	1000#	100	Monthly

		Santa Barbara				
			47005	2500#	125	Monthly
F02004	Courthouse, East Wing	1105 Santa Barbara Street, Santa Barbara	16361	1800#	100	Monthly
F01008	Superior Court	118 East Figueroa Street, Santa Barbara	29242	1500#	100	Monthly
F01007	Jury Assembly	1108 Santa Barbara Street, Santa Barbara	107894	2500#	125	Monthly
F01011	Probation Building	117 East Carrillo Street, Santa Barbara	99413	3000#	100	Monthly
F01004	Engineering Building	123 East Anapamu Street, Santa Barbara	50063	2500#	200	Monthly
F01001	Schwartz Building	130 East Victoria Street, Santa Barbara	134576	3000#	150	Monthly
F01006	District Attorney	1112 Santa Barbara Street, Santa Barbara	134577	3500#	100	Monthly
J03010	Goleta Jail	4436 Calle Real, Goleta	86514	4000#	150	Monthly
			49431	4000#	200	Monthly
			49432	4000#	150	Monthly
J02030	VA Clinic	4440 Calle Real, Goleta	71050	4000#	125	Monthly
J02028	Social Services	234 Camino Del Remedio St., Goleta	94135	4000#	125	Monthly
J02014	Public Health	345 Camino Del Remedio St., Goleta	26646	4000#	200	Monthly
J02016	Surgical/ Psych Bldg.	315 Camino Del Remedio St., Goleta	35461	4000#	115	Monthly
			35462	4000#	115	Monthly
J02003	PHD #1	300 North San Antonio Rd., Goleta	89855	2500#	125	Monthly
J02002	Casa Nueva	260 North San Antonio Rd., Goleta	128156	2500#	100	Monthly

Dumbwaiters

Building #	Name of Bldg.	Address	State #	Capacity	Speed FPM	Service Period
F01005	SB Admin Bldg.	105 E. Anapamu Street, Santa Barbara	42698	500#	-----	Monthly
F02001	Hall of Records	1100 Anacapa Street, Santa Barbara	43184	500#	50	Monthly
J02030	VA Clinic	4440 Calle Real, Goleta	51911	50#	25	Monthly

2.2. **ELEVATOR PERFORMANCE CRITERIA** - This section provides specific performance criteria for each elevator to be serviced and maintained.

State #	Floor to Floor Times (Seconds)	Door Openings Times (Seconds)	Door Closing Time	Floor Accuracy
42699	--	--	per code	± 3/8 "
43046	9.3	1.6	per code	± 1/4 "
43047	9.3	1.6	per code	± 1/4 "
50063	10.0	2.9	per code	± 3/8 "
26646	10.0	2.4	per code	± 1/4 "
35461	11.0	3.3	per code	± 3/8 "
35462	11.0	3.3	per code	± 3/8 "
71050	10.0	3.5	per code	± 3/8 "
49432	9.0	3.5	per code	± 3/8 "
49431	9.0	2.1	per code	± 3/8 "
16361	10.2	Manual Doors	--	±1"
47005	10.0	2.1	per code	± 1/4 "
46265	10.0	2.7	per code	± 1/4 "
29242	10.0	2.8	per code	± 3/8 "
47051	8.0	2.1	per code	± 1/4 "
99413	10.0	2.8	per code	± 3/8 "
89855	10.0	2.8	per code	± 3/8 "
94135	10.0	3.0	per code	± 3/8 "
86514	9.5	4.2	per code	± 3/8 "
100162	9.0	3.6	per code	± 3/8 "
134576	9.0	3.0	per code	± 1/4 "
128156	10.0	3.0	per code	± 1/4 "
140543	10.0	3.0	per code	± 1/4 "

2.3. EXTENT OF WORK

2.3.1. The Supplier will be responsible for regular, systematic execution of the work items included in this Invitation as follows:

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

2.3.1.1.1. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Supplier, its employees, subcontractors, servants or agents, or other causes beyond the Supplier's control except ordinary wear.

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

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

2.3.1.1.4. Lamps for normal car and machine room illumination.

2.3.1.1.5. Underground hydraulic piping and cylinders.

2.3.1.2. When, as a result of an examination, corrective action is found to be the responsibility of the Supplier, the Supplier will proceed immediately to make, or cause to be made, replacements, repairs, and corrections. When such work is determined not to be the Supplier's responsibility, a written report signed by the Supplier will be delivered to the County for further action, unless a safety or potential safety problem exists, in which case the Supplier will immediately correct the problem at the least expense possible to the County.

2.3.1.3. In performing the indicated work, the Supplier agrees to provide parts used by the Manufacturers of the

equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the Manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the County.

- 2.3.1.4. Parts requiring repair will be rebuilt to "as new" condition. No parts or vertical transportation equipment covered under this Agreement may be permanently removed from the job site without written approval by the County. This does not include renewal parts stocked on the job by the Supplier, which will remain the sole property of the Supplier until installed for use on the equipment.

2.4. EXAMINATION, TESTING, AND SCOPE OF SERVICES

2.4.1. Operation Examination

- 2.4.1.1. The Supplier will conduct monthly testing of the equipment response to the operation of every control customarily used by passengers or users of the equipment in normal operation.
- 2.4.1.2. In carrying out the above test, the Supplier will use expert professional visual and audible senses to identify any improper operation in equipment involved including rotation machinery, suspension system, guides, door operating mechanisms, indicating lights, alarms, control systems and logic of the system.
- 2.4.1.3. The Supplier will perform a visual and audible inspection of all system machinery accessible (without disassembly) in machinery rooms, hoistways, etc., monthly.
- 2.4.1.4. The Supplier will report monthly on completion of operational examination on each unit using an approved reporting form.
- 2.4.1.5. The Supplier will provide all testing required of the County by applicable Codes, by ASME A17.1, and as required herein, and provide reports thereof.

2.4.2. Performance of Repairs, Adjustments and Other Maintenance

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

2.5. PREVENTATIVE MAINTENANCE AND REPAIR SERVICE PROGRAM

- 2.5.1. The Supplier will provide all management, supervision, labor, material, supplies, tools and equipment necessary to deliver, for the term specified in this Agreement, a preventive maintenance and repair service program. The program must be based upon preventive maintenance requirements of the original equipment manufacturers. The program submitted should state for each category of equipment what components are to receive periodic maintenance and testing, the actions to be conducted, and the frequency of the actions, including the following:
- 2.5.1.1. The Supplier agrees to furnish a mechanic for routine, preventive maintenance work for a minimum 4 week average of 28 or more hours per month, exclusive of regular or overtime callbacks, emergency repair, billable work not covered by this Agreement, or scheduled repair hours.
- 2.5.1.2. The preventive maintenance program will provide for equipment lubrication. Lubricants will be applied at intervals recommended by the original equipment manufacturer, will be suitable for the purpose intended, and will meet or exceed the specifications of the original equipment manufacturer.

- 2.5.1.3. The Supplier will provide a complete written report to the County on a monthly basis indicating the results of the preventive maintenance actions on each unit. If documentation is available on line (Internet) contractor will instruct County Personnel in the use of the system and provide all necessary instructions for accessing this information at any time.
- 2.5.1.4. The Supplier will conduct monthly operational examinations and provide a written report thereof to the County.
- 2.5.1.5. Monthly, the Supplier will provide and review with the County a summary of all callbacks. The intent of this monthly summary is to minimize callbacks by keeping the Supplier and the County aware of callback trends.
- 2.5.1.6. The Supplier will provide an annual written report outlining system performance. The report will include data verifying average system response time and appropriate breakdowns of call distribution. The initial report will be submitted no later than 3 months after initiation of the Agreement and every year thereafter.
- 2.5.1.7. Maintenance, repairs, or replacement of the following elevator equipment is not to be considered as part of the minimum number of hours for performing preventive maintenance as previously stated:
 - 2.5.1.7.1. Systematic cleaning of machine room, hoistway, top of car, door locks, rails, and pits, including removal of all liquids from the pits is the responsibility of the Supplier.
 - 2.5.1.7.2. Renewals of hoist ropes at such intervals as necessary is the responsibility of the Supplier.
 - 2.5.1.7.3. Safety tests as required of the County and the specifications are the responsibility of the Supplier. Fees for re-inspection due to failure to eliminate deficiencies covered by this Agreement will be paid by the Supplier.

2.6. MAINTENANCE SCHEDULE

- 2.6.1. Upon signing of the Agreement, the Supplier will provide and verify in writing the maintenance schedule and will provide a copy to the County.
- 2.6.2. Any changes in the maintenance schedule must be approved by the County. The Supplier will provide in writing the reasons for the requested change of schedule and the new proposed schedule.

2.7. TESTING REQUIRED BY APPLICABLE CODES AND AGREEMENT DOCUMENTS

- 2.7.1. The Supplier will act as the County's agent for conducting or assisting in the conduct of all tests and inspections required for vertical transportation equipment as part of this Agreement. Testing performed during and outside of normal operating hours will be at the sole cost and expense of the Supplier.
 - 2.7.1.1. **Periodic Tests:**
 - 2.7.1.1.1. As required by the ASME A17.1 Safety Code for Elevators and Escalators, including compliance with the ASME A17.2.1 1998 Inspectors' Manual.
 - 2.7.1.1.2. The Supplier will assist with periodic inspection and testing of the firefighters' service in accordance with ASME A17.1 Rule 1002.2f and standby power operation in accordance with ASME A17.1 Rule 1002.2g. The Supplier will conduct a test of fireman's service 12 times per year per A17.1, Rule 1206.7.
 - 2.7.1.1.3. When testing is required during operating hours, the Supplier will coordinate with the County and code authorities as to minimize disruptions of service to the building. The County retains the right to have testing performed during non-operating hours when possible.
 - 2.7.1.1.4. When required by local code authority, the Supplier will assist in routine periodic inspections.
 - 2.7.1.1.5. The Supplier will test earthquake protection devices at six (6) month intervals.
 - 2.7.2. The Supplier will complete all repairs found to be necessary as a result of the above examinations, inspections and tests, except those which are caused by negligence, abuse, misuse, or obsolescence of the equipment or by other than ordinary wear and tear not caused by the Supplier.

2.8. BREAKDOWNS AND SHUTDOWNS

- 2.8.1. Minor breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, or electrical or mechanical adjustments, will not keep any elevator or dumbwaiter out of service longer than twenty-four (24) hours.
- 2.8.2. Under no circumstances will any major shutdown or breakdown last longer than seventy-two (72) hours. This includes locating the trouble, procuring parts, installing parts and placing the elevator or dumbwaiter back into safe uninterrupted operation. The Supplier must be so equipped to meet the above conditions. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, and the Supplier will be considered in default, giving sufficient justification to the County to obtain these services from any Supplier who can provide the County with uninterrupted elevator

service.

- 2.8.3. In the event that the County must take over the work and complete it, the Supplier will be liable to the County for any additional cost incurred by the County.
- 2.8.4. In addition, the Supplier will comply with the specified Callback Service requirements.

2.9. REMOTE MONITORING

- 2.9.1. Should the Supplier require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs will be at the Supplier's expense.

3. ANCILLARY REQUIREMENTS

3.1. PERFORMANCE CRITERIA, TERMS AND DEFINITIONS

- 3.1.1. Floor-to-floor times are measured from the time the doors start to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open.
 - 3.1.2. Door opening times are measured from start of car door open until doors are 1" from the fully open position.
 - 3.1.3. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
 - 3.1.4. Stopping accuracy will be measured under all load conditions.
 - 3.1.5. Variance from rated speed, regardless of load, will not exceed $\pm 5\%$ for geared elevators and 20% for hydraulic elevators.
 - 3.1.6. To maintain a comfortable ride, the Supplier will maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.
 - 3.1.7. The Supplier will maintain door dwell times and nudging time within the parameters of the Americans with Disabilities Act.
 - 3.1.8. Shutdowns for emergency minor adjustment callbacks will be minimized. Verifiable shutdown frequency will be maintained at .3 per unit per month or less based on data for the previous 90 days.
 - 3.1.9. The Supplier agrees to check and adjust the dispatching system and make necessary tests to ensure all circuits and time settings are properly adjusted at least once a year, and any time proper adjustment is questioned. Adjustments will minimize response time to registered car and hall calls.
 - 3.1.10. Elevator equipment will be maintained and adjusted to meet the performance requirements specified herein within the following parameters:
 - 3.1.10.1. Horizontal acceleration within cars during all riding and door operating conditions will not exceed 15 mg in the 10 Hz range.
 - 3.1.10.2. Acceleration and deceleration will be constant and not exceed 5 feet/second with an initial ramp between 0.5 and 0.75 seconds.
 - 3.1.10.3. Sustained jerk will not exceed 10 feet/second.
 - 3.1.10.4. Measured noise levels in a moving car outside the leveling zone will not exceed 55 dBA under any condition including ventilation blower on highest speed.
 - 3.1.11. The Supplier will maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation will be quiet and positive with smooth checking at the extremes of travel. Performance requirements indicated are minimum standards, and are not the sole criteria for judging the Supplier's performance.
 - 3.1.12. A part will be classified "obsolete" when it is no longer available from the original equipment manufacturer or from suppliers of original equipment manufacturer's authorized parts.
- 3.2. ASSURANCES TO THE COUNTY:**
- 3.2.1. The elevator equipment will be kept operating continuously within safe limits and the safety devices will function properly.
 - 3.2.2. The County's investment in this equipment will be protected by preventing excessive wear and breakdown.

3.2.3. The optimum elevator service over the life of this Agreement will be maintained as programmed in the original design of the equipment.

3.3. **PAYMENT AND ANNUAL ADJUSTMENTS**

3.3.1. **Payments**

3.3.1.1. The County will pay the Supplier monthly during the term of this Agreement for faithfully performing the services required on the equipment described.

3.3.1.2. Payment will be made upon submission of individual invoices for elevators and dumbwaiters, by group, on a calendar month basis for all work performed during the previous month. Invoices which include charges for County requested work not covered by the specification and/or Agreement are to be supported by records of "time and materials", with the approval signature of the County's representative; and purchase order number, if applicable. All invoices will be prepared in the format as required by County. Attached to all invoices provide documentation which shall include name of building, number of the building, address, State number, date of service, time in and out and signature of the technician.

3.3.1.2.1. Attached to the invoices will be a certified payroll indicating the means and number of hours each employee worked during the month and the type of work as follows:

3.3.1.2.1.1. Preventive Maintenance

3.3.1.2.1.2. Repair Work - chargeable and non-chargeable

3.3.1.2.1.3. Emergency Call Back

3.3.1.2.1.4. Safety Tests

3.3.1.2.1.5. Monthly Inspection Reports

3.3.1.2.1.6. Preventive Maintenance, Testing, and Repair Work Reports

3.3.1.3. Invoices will be submitted to:
Facilities Manager
County of Santa Barbara
General Services Department
1105 Santa Barbara Street
Santa Barbara, CA 93101

3.3.2. **Annual Price Adjustment** - The original Agreement will be for a period of five years. For each year, commencing on the first anniversary date of this Agreement, and on each subsequent anniversary date of this Agreement, the Agreement price will be adjusted in the following manner:

3.3.2.1. Eighty percent (80%) of the original Agreement price will be decreased or increased by the percentage of change of the hourly mechanic's labor costs in the locality of service as compared to the hourly mechanic's labor costs paid on the previous anniversary date. The hourly mechanic's labor cost to establish the initial price of this Agreement is as indicated and is based on the following: The straight time hourly rate paid by the Supplier to the mechanic plus fringe benefits paid by the Supplier on behalf of the mechanic. Fringe benefits include, but are not limited to pensions, vacations, paid holidays, group life, sickness, accident and hospitalization insurance. In no event will the increase exceed the annual increase designated by the Consumer Price Index, published by the United States Department of Commerce, Bureau of Labor Statistics for Los Angeles and Orange County.

3.3.2.2. Twenty percent (20%) of the original Agreement price will be decreased or increased by the percentage of change in the index of "Industrial Commodity Prices for Metals and Metal Products" for the locality covered by this Agreement as compared to this same index as established on the previous anniversary date of adjustment.

3.3.2.3. The total price increase will be fixed for the initial five (5) years contract and limited to a maximum of 3% in any optional renewal one-year period.

3.3.2.4. The Supplier will provide at least thirty (30) days' advance notification of pending price adjustment as described herein.

3.3.3. **Payment Withheld** - If an elevator is shut down for more than 72 continuous hours (except for authorized pre-scheduled or major equipment repairs), the maintenance billing for that elevator will be suspended until the unit is restored to service. Payment will also be withheld if monthly maintenance is not performed within the prescribe month.

- 3.3.3.1. The County may withhold payment to such extent as may be necessary to protect the County from loss on account of:
 - 3.3.3.1.1. Negligence on the part of the Supplier to execute the work properly or failure to perform any provision of the Agreement. After ten (10) days' written notice to the Supplier, the County may make good such deficiencies and deduct the cost from the overall Agreement sum.
 - 3.3.3.1.2. Should it prove necessary to hire another Supplier to resolve equipment problems, the amount due to that Supplier will be deducted from the on-going Agreement. Should the Supplier experience more than two (2) such incidences per calendar year, this will be grounds for the cancellation of the Agreement. Any cost incurred by the County for repairs due to the Supplier's lack of performance will be back-charged to the Supplier and paid within sixty (60) days.
 - 3.3.3.1.3. Claims filed or reasonable evidence indicating probable filing of claims.
 - 3.3.3.1.4. Failure of the Supplier to make payments properly to subcontractors for material and labor.
 - 3.3.3.1.5. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
 - 3.3.3.1.6. Damage to the building or another Supplier.
- 3.3.4. **Claims for Extra Cost** - Any claims for extra cost due to additions or changes will be submitted to the County in writing within a reasonable time after such changes are approved and in any event before proceeding with the work. No such claim will be valid unless so made. The maximum charge for additions and/or changes will be cost plus 10%.
- 3.4. **USAGE REPORTS** - You must provide periodic usage reports, in a format acceptable to the Facilities Manager, which compile all transactions with the County under this Agreement. A sample usage report must be included with your Reply. Failure to do so is grounds for disqualifying a Reply.
 - 3.4.1. **Report Format** - You must supply a detail table of all goods and/or services provided under the Agreement, including description, unit of measure, packaging, quantity, building identification code, and cost. Description must be in generic language suitable for use as a basis for future bids. Thus, it is not sufficient to simply report that the "County upgraded an elevator at Health Care Services" — rather, "upgraded" must be described in words familiar to and comparable with other vendors in the same industry, noting the location of the elevator by permit number. The format should also include scheduled maintenance and all call backs.
 - 3.4.2. **Report Presentation** - Usage reports must be made available electronically on virus-free diskette as a spreadsheet in Microsoft Excel 6.0 format, or other mutually agreeable format. Initial sort order will be alphabetical by description unless otherwise directed by the Facilities Manager. An initial report containing actual usage to date must be presented to the Facilities Manager no later than 60 days from Agreement commencement. An interim report (for the period from commencement of Agreement through 120 days prior to Agreement termination) must be presented to the Facilities Manager no later than 90 days prior to Agreement termination.
 - 3.4.3. **Report Incentives** - Failure to satisfactorily comply with this section will constitute grounds for non-consideration of Reply, cancellation of Agreement, and/or disqualification from future bids. Payment may be suspended until the required reports are presented according to their respective timetables.
- 3.5. **RECORDS** - All records of maintenance, repair, alteration, etc., required by this Agreement will be kept on the equipment site and will be made immediately available to the County upon request. The County will have the right to examine the Supplier's records pertaining to work performed under the Agreement and to determine and verify compliance with all conditions. The County will be granted access to such records at all reasonable times during the life of the Agreement and for three (3) years thereafter.
- 3.6. **COUNTY OBLIGATIONS**
 - 3.6.1. The County will provide key access to all elevator rooms.
 - 3.6.2. The County will provide the Supplier with site maps, permit numbers and other such information necessary for the Supplier to perform the services required.

4. **TERMS & CONDITIONS**

4.1. **LAWS, PERMITS, CODE COMPLIANCE, AND INSPECTIONS**

4.1.1. **Laws and Regulations**

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

- 4.1.1.2. The Supplier will make periodic tests and maintenance inspections of all equipment as required by current applicable safety codes, including ASME A17.1, for elevators and dumbwaiters. A log book of all tests will be maintained at the job site.
- 4.1.1.3. Under this Agreement, the Supplier will not be required to install new attachments or perform tests other than those specified herein as may be recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of this Agreement, unless compensated for such installation or services.
- 4.1.1.4. There will be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry made by the Supplier, either in its employment practices or in performing its services under this Agreement.
- 4.1.1.5. The Supplier will indemnify and save the County from and against any and all costs, liabilities, and actions arising out of the violation or alleged violation of, or the non-compliance with or alleged non-compliance with, any laws or regulations.
- 4.1.2. **Licenses and Permits**
 - 4.1.2.1. The Supplier will obtain and pay for all permits necessary for execution of any elevator work with the exception of permits to operate.
 - 4.1.2.2. To the extent permitted by law, the Supplier will indemnify and save the County from and against any and all costs, liabilities, and actions arising out of the violation or alleged violation of, or the non-compliance with or alleged non-compliance with, obtaining necessary licenses, permits, required by any codes and/or ordinances, usually provided by the Supplier as dictated by standard industry practice.
- 4.1.3. **Codes and Ordinances**
 - 4.1.3.1. All the work covered by these specifications is to be done in full accord with the state and local codes, ordinances and the ASME A17.1 elevator safety orders as are in effect at the time of the execution of the Agreement. All of the requirements of the local Building Department are to be fulfilled by the Supplier except for inspection fees as outlined in the following paragraph.
 - 4.1.3.2. The Supplier will also provide maintenance and/or repairs to comply with any violation of the governing agencies and recommendations of casualty companies on due notice from the County, provided that such violations or recommendations did not exist prior to the date of the Agreement. The requirement of any new attachments or parts on the elevator, in addition to those on the now existing equipment, will be the responsibility of the County.
- 4.1.4. **Certificate of Inspection/Permit to Operate** - State or city inspection fees will be paid by the County. Fees for re-inspection due to failure to eliminate deficiencies covered by this Agreement will be paid by the Supplier.
- 4.1.5. **County's Right to Inspect and Require Work**
 - 4.1.5.1. The County reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Agreement are being fulfilled. Deficiencies noted will be promptly corrected at the Supplier's expense.
 - 4.1.5.2. If the Supplier fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, the County may, after ten (10) days' written notice to the Supplier, perform or cause to be performed all or any part of the work required hereunder. The Supplier agrees that it will reimburse the County for any expense incurred therefore, and the County at its election may deduct the amount from any sum owed to the Supplier. The waiver by the County of a breach of any provision of this Agreement by the Supplier will not operate or be construed as a waiver of any subsequent breach by the Supplier.
- 4.1.6. **Labor Laws**
 - 4.1.6.1. The Supplier will comply with applicable provisions of all federal, state and local labor laws and union agreements.
 - 4.1.6.2. The Supplier will indemnify and save the County from and against any and all costs liabilities and actions arising out of the violation or alleged violation of or the non-compliance with or alleged non-compliance with any labor laws.

4.2. MATERIALS AND SITE CONDITIONS

- 4.2.1. **Cleaning** - The Supplier will clean the equipment, the machine room, the machinery space, the hoistway and the pit. The cleaning will occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment for the duration of the Agreement.
- 4.2.1.1. The Supplier will not be responsible for cleaning any equipment made necessary by reasons beyond the Supplier's reasonable control or as a result of improper janitorial or building maintenance functions.
- 4.2.1.2. The Supplier will report to the County the need for cleaning and/or repair of building items.
- 4.2.2. **Protection Of Work And Property** - The Supplier will take all necessary precautions to continuously maintain adequate protection of all his work from damage and will protect the County's property from injury or loss arising out of this Agreement. The Supplier will repair or replace at the Supplier's expense, any damaged property caused by lack of such precautions. The Supplier will compensate the County for any injury or loss, except such as may be directly caused by agents or employees of the County. The Supplier will provide all barricades required to protect open hoistways or shafts per OSHA regulations. In addition, such barricades will be of a commercially available, professional, or industry standard variety, and aesthetically maintained (clean, painted, kept in good repair, etc).
- 4.2.3. **Periodic Visits To The Site** - The Supplier will make monthly or more frequent visits to the site per Appendix A and will perform all necessary adjustments and service requirements as indicated on the preventive maintenance and lubrication charts and schedules as recommended by the elevator manufacturers.
- 4.2.4. **Demand Visits To The Site (Call Back Service)**
- 4.2.4.1. The Supplier will also provide maintenance service promptly when called by the County for any conditions that require adjustments or repair.
- 4.2.4.2. Emergency service for entrapments will be rendered within one-half (½) hour during operating hours and one (1) hour during non-operating hours from the time a call is placed for emergency service.
- 4.2.5. **Work Hours**
- 4.2.5.1. All normal maintenance work will be performed during operating hours on regular working days of the elevator trade.
- 4.2.5.2. The Supplier will stand ready and be available to perform overtime work, service, and/or repairs when requested to do so by the County. Contract shall verify each callback with General Services prior to responding. Only General Service's personnel can authorize callbacks during normal and overtime hours. All authorized overtime work will be billed to the County as an extra charge at the Supplier's agreed to overtime labor rates.
- 4.2.5.3. The Supplier will provide overtime callbacks at no cost to the County in the event:
- 4.2.5.3.1. People are trapped.
- 4.2.5.3.2. More than one (1) car per building is out of service.
- 4.2.5.3.3. The group dispatching malfunctions.
- 4.2.5.3.4. A safety or potential safety problem exists.
- 4.2.5.4. The Supplier will provide not less that five (5) callbacks each month at no cost to the County for any other reason not enumerated in Section 4.2.5.3 above. In addition Contractor will provide three (3) callbacks per year at no cost to the County for elevator door operation as a result of food carts, etc. at Goleta Jail. Any extensive material damage or labor may be billed at contractors normal billing rate only with approval from the County.
- 4.2.5.5. During the IUEC Local's designated regular hours, the County, at its option, may request callback or normal service at no additional cost. Regular designated operating hours are defined in section 1.2.6.
- 4.2.5.5.1. If additional overtime work is required, the County will pay only the difference between normal and overtime labor at the hourly rates.
- 4.2.6. **Use of Site**
- 4.2.6.1. The normal operating hours are 7:00 a.m. to 6:00 p.m.
- 4.2.6.2. It will be the responsibility of the Supplier's service personnel to log in and out, where directed by the

County, each time a site is visited for either a routine or demand service check. An itemized service ticket indicating the work accomplished will be provided to the County after each visit. A sample will be provided by the Supplier and attached to this Bid.

- 4.2.6.3. Upon completion of the work, service personnel will return to the sign in point to log out.
- 4.2.6.4. The service technician will be responsible for compliance with the County's work order system, if required. Work orders will be checked a minimum of twice a day.
- 4.2.6.5. In addition, at the conclusion of each visit, all keys will be returned to the County maintenance office, building engineers' office, the security desk, or as otherwise directed by the County. No material, keys, documents, or other information is to be removed from the property. Anyone removing these items will be required to return said items immediately to the property and at no additional cost to the County.
- 4.2.6.6. All work will be performed without unnecessary interference to the County. The Supplier will confine operations at the site to areas permitted by law, ordinances, permits and the Agreement documents and will not reasonably encumber the site with any materials or equipment.
- 4.2.6.7. Removal of elevators from service will be coordinated with and approved by the County. The County agrees to permit the Supplier to remove units from service for a reasonable time in order to perform maintenance thereon.
- 4.2.6.8. The Supplier will not remove more than one elevator per bank from service at a time for preventive maintenance, inspection or test during the normal operating hours noted above without prior approval of the County, except when failure to do so would clearly endanger human life or cause major damage to the equipment or property.

4.2.7. Waste Disposal And Removal Of Equipment

- 4.2.7.1. The Supplier at all times will keep the premises free from accumulations of waste materials or rubbish caused by its operations and from leaks and spillage from equipment, and leave the premises at completion in perfect condition as far as its work is concerned to the County's complete satisfaction. In addition, upon completion of the work, the Supplier will remove tools, equipment, machinery and surplus materials and will clean all building surfaces and leave the work area clean.
- 4.2.7.2. All hazardous waste, including but not limited to solvents, paints, oil, soiled rags, etc., will be promptly disposed of in accordance with all laws and regulations at no additional cost to the County.

4.2.8. Storage Of Materials

- 4.2.8.1. Only materials to be used in order to perform the services specified herein are to be stored at the job site. The Supplier will confine storage of materials to limits approved by the County and will not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structure design load.
- 4.2.8.2. Chemical Information List: Prior to the commencement of work, the Supplier will provide the County with a chemical information list and MSDS forms, upon execution of the Agreement and along with each subsequent delivery (OSHA form 20 or equivalent) for all hazardous or toxic materials, which the Supplier anticipates bringing onto the property.
 - 4.2.8.2.1. It is the Supplier's responsibility to update this information, and to notify the County, in writing, prior to the introduction of a hazardous or toxic product to the work place.
 - 4.2.8.2.2. Compliance with Proposition 65 is mandatory.
 - 4.2.8.2.3. Information relating to the quantity, storage, and type of chemicals must be provided in a format as to comply with the Santa Barbara County Fire Department Hazardous Material Business Plan requirements.

4.2.9. Parts

- 4.2.9.1. Parts installed on the elevators covered by this Agreement, either as preventive maintenance replacements and/or repairs, will be supplied by, or authorized by, the original equipment manufacturer.
- 4.2.9.2. The Supplier, by accepting and agreeing to the terms of this Agreement, certifies that it recognized the importance of maintaining the original integrity of the elevator system and that it has a sufficient quantity of the necessary original equipment manufacturer's parts, or authorized parts, on hand to engage itself in this Agreement. Also, the Supplier will likewise certify that it is not financially (or

otherwise) encumbered with any vendor or supplier in any manner that would now or at any time during the term of this Agreement limit the Supplier's ability to obtain parts, lubricants, service schedules and preventive maintenance bulletins relating to the equipment covered by this Agreement.

- 4.2.9.3. The Supplier will maintain a current inventory of spare parts at the job site. All non-operating parts will be considered the property of the Supplier.
- 4.2.9.4. The Supplier will maintain a supply of contacts, coils, leads, motor brushes, generator brushes, door rollers, lubricants, wiping cloths, and other minor parts in each elevator machine room for the performance of routine preventive maintenance.
- 4.2.9.5. The Supplier will maintain a supply of spare lending and replacement parts in their warehouse inventory. This inventory will include, but is not limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes and/or cables, door hangers, door rollers, hoistway limit switches, traveling cable, etc.

4.2.10. Materials And Workmanship

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

4.2.11. Guarantee Of Work

- 4.2.11.1. The Supplier will guarantee that the materials and workmanship of the apparatus provided under this Agreement will meet specified requirements in every respect. In addition, the Supplier will repair or replace any defective materials or workmanship, including those due to ordinary wear and tear, but excluding those due to improper use. Neither the monthly payment nor any provision of the Agreement documents will relieve the Supplier of the extent and period provided by law. Upon written notice the Supplier will remedy any defects and pay all expenses for any damage to other work.
- 4.2.11.2. The same guarantee will be applicable in the event equipment is modified or new equipment is installed, and in no case will the guarantee be less than the maximum period permitted by law or a period of two (2) years, whichever is greater.
- 4.2.11.3. The guarantee for all work performed under this Agreement will start from the date of Agreement award.

4.2.12. Cartage & Hoisting

- 4.2.12.1. All required hoisting and movement to, on and from the job site of new equipment, reused equipment or removal of existing equipment will be the responsibility of the Supplier.
- 4.2.12.2. All movement of materials will be coordinated with the County and will not disturb, interfere, or interrupt the normal operation of the building and/or tenants. Upon coordination and written approval by the County, if necessary, materials may be moved after normal hours at the sole expense of the Supplier.
- 4.2.13. **Advertising** - The advertising privileges will be retained by the County and it will be the duty of the Supplier to keep the premises free from posters, signs, decorations, etc. In addition, the Supplier will not distribute, post, mail, or deliver any advertising or literature to any tenant or person in the building, without the prior written permission of the County.

4.3. RECORDS/REPORTING

4.3.1. Drawings

- 4.3.1.1. Wiring diagrams will not be available for review prior to bid. The Bidders will assume that it may be

necessary to purchase wiring diagrams after award.

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

4.3.2. **Maintenance Records**

- 4.3.2.1. Records will be maintained by the Supplier on the job site and made available to the County at all times. Records maintained on site will be the property of the County. In addition to industry standard records, the Supplier will be required to maintain records of the following.

- 4.3.2.1.1. The Supplier will keep a record of all equipment that is not in service, including date, time, and other pertinent information.
- 4.3.2.1.2. The Supplier will provide the County with a monthly log of all repairs and adjustments maintained under this Agreement. Logs will be maintained, complete, on each site.
- 4.3.2.1.3. In addition, the Supplier will maintain any records, logs, or information as may be requested by the County.

4.3.3. **Information And Library Requirements**

- 4.3.3.1. The Supplier will have and maintain, for the duration of the Agreement term, a reference library of information containing (but not limited to) the applicable and current ASME A17.1 Safety Codes for Elevators and Escalators, current ASME A17.2.1 1993 Inspector's Manual, California Code of Regulations Titles 8 and 24, manufacturer's equipment maintenance schedules, original manufacturer's lubrication specifications and schedules, equipment schematics (motion and logic), layouts, parts and assembly list, and other basic information needed to properly test, adjust and maintain the equipment covered by this Agreement. If technical documentation unique to the County's installation is not available from the County, then the Supplier will notify the County and advise and assist the County in acquiring the information.

- 4.3.3.2. The Supplier will be required to provide sufficient instructions to designated employees of the County on operational procedures. Instructions should be comprehensive so that designated employees will be able to cope with emergencies and simple problems which require prompt handling on the part of the County's staff.

- 4.3.3.3. General elevator familiarization instruction will be given to the County's maintenance personnel such as to allow them to evaluate reported failures prior to calling Supplier's personnel. Instructions will be given at a time mutually agreeable to the County and the Supplier. Whenever needed, the County will furnish space for the handling of their instructions. The County reserves the right to have this procedure held every six (6) months (if deemed necessary) during the life of the Agreement.

- 4.3.4. **Schedules And Work Logs** - The Supplier will post a preventive maintenance schedule and a work log in each machine room. The log will include all entries for routine maintenance and repairs, including supervisor's surveys. A separate log will be kept for each testing procedure required by code and/or this document. Entries will include date work is completed, Mechanic's or Supervisor's name, brief description of work completed (including number of elevators serviced) and the approximate time required for the work. The County may inspect and copy the logs and maintenance schedules at any time.

4.4. **PERSONNEL**

4.4.1. **Corporate and Local Office Experience**

Supplier must have a local office with the jurisdiction of Santa Barbara County.

- 4.4.1.1. The Supplier will demonstrate a capability of maintaining the types of equipment installed in these buildings. This capability will include trained maintenance technicians, on-call technicians (for emergency service), supervisors and engineering support. Timely engineering support will be available to the technician on demand.

- 4.4.1.2. The Supplier agrees that all work will be performed by and under the supervision of skilled, experienced, elevator service and repair persons directly employed and supervised by Supplier. Any and all employees performing work under this Agreement will be satisfactory to the County.

- 4.4.1.3. **Sub-contracting of Services** - Services and work performed under this contract may not be sub-contracted nor performed by employees not employed directly by the supplier without the previous

written consent of the County.

4.4.2. Supplier's Supervisor

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

4.4.3. Maintenance Technician

- 4.4.3.1. The Supplier will assign a competent technician who is specifically trained and experienced in the care and maintenance of equipment similar to the type of equipment installed in the buildings and is knowledgeable in troubleshooting, diagnostics techniques, and repair of the equipment to be maintained at each site. The technician will have a minimum of 5 years experience with this type of equipment and will be thoroughly qualified in all respects to perform the maintenance and repairs which may become necessary during the term of this Agreement.
 - 4.4.3.2. The Supplier will have and maintain backup technicians who are equally qualified in all respects to assume the responsibilities of the maintenance of the elevators covered by this Agreement in the event of sickness or other causes of absence of the assigned technicians.
 - 4.4.3.3. The Supplier will provide a list of all regular service technicians, backup technicians, technical support personnel, and service supervisors. The list will include training and experience credentials of each. Each will be specifically trained and experienced in the care and maintenance of equipment similar to the type of equipment in the building. Any changes which may occur in personnel during the term of this Agreement must be approved in writing by the County.
 - 4.4.3.4. The Supplier will have and maintain technical support personnel who are specifically trained and experienced in the adjusting and trouble shooting of equipment similar to the type covered by this Agreement. Personnel will be available at all times to support or assist assigned technicians.
 - 4.4.3.5. The technician's qualifications, manner, and professionalism will be acceptable to the County. The County retains the right to demand replacement of the technician upon request.
 - 4.4.3.6. Under no conditions will the assigned maintenance technician be reassigned without previous written consent from the County.
- 4.4.4. **Uniforms** - All service technicians assigned to routine maintenance, and repair work will wear approved uniforms provided by the Supplier. Uniforms are to bear the Supplier's emblem and employee's name and are to be maintained in a serviceable, neat and clean condition at all times.

4.4.5. Employee Identification

- 4.4.5.1. Each employee of the Supplier is to carry identification prepared by the Supplier. Identification information will include, at a minimum, the Supplier's name, address and telephone number, and the employee's full name, photograph and identification number.
- 4.4.5.2. The Supplier's employees will be required to submit a picture identification card to the County maintenance personnel when checking out County's keys.

4.4.6. Fitness For Duty

- 4.4.6.1. The Supplier affirms that its employees involved in "work" for the County, whether performed on company property, public property, or customers' premises, will comply with the fitness for duty policy as set forth below.
 - 4.4.6.1.1. The County is not liable for rehabilitation costs or costs involved with termination procedures.
 - 4.4.6.1.2. Any employees of the Supplier involved in "work" for the County, whether performed on company property, public property, or customers' premises, who appear to be under the influence of or are found to have on their persons, on their desks, tool boxes, vehicles, or other such repositories, alcohol or non-medically authorized drugs, or are found to have used or to be using such alcohol/drugs on Agreement-related "work," will be suspended immediately pending further investigation. Where the verifiable use of illegal drugs while off duty adversely affects any employee's or Supplier's job performance, disciplinary action, up to and including discharge, may be imposed. The County reserves the right to search all vehicles entering or leaving its property. Firearms, explosive devices, incendiary devices, alcoholic beverages, and illegal drugs and drug paraphernalia of any kind or

description whatsoever are forbidden on the County's property. Discovery of any of these items will result in disciplinary action, may lead to criminal prosecution, and may result in cancellation of this Agreement.

- 4.4.6.2. In addition, the Supplier will take every precaution to prohibit access to County property by any employee currently taking prescription medication which may render that person physically impaired or adversely affect their performance.

4.5. **LIABILITY**

4.5.1. **Supplier Responsibility For Assigned Space, Equipment And Supplies**

- 4.5.1.1. If due to the fault or neglect of the Supplier, his or her agents, or employees, any of the County's property, equipment, stock or supplies are lost or damaged, then the Supplier will be responsible for such loss or damage. The County may either require the Supplier to replace all property or to reimburse the County for the full value of the lost or damaged property.

- 4.5.1.2. The Supplier is responsible to maintain all assigned spaces(s) in a clean and orderly fashion, during the course of this Agreement. Furniture as may be assigned to the space(s) will remain in place and not be removed from areas.

- 4.5.1.3. The Supplier will be responsible for all telephone equipment and service required for conducting business at the site. All telephones are for the conduct of official business only.

- 4.5.1.4. The Supplier is responsible to exercise control over all supplies, materials, and equipment of a personal or company nature.

- 4.5.2. **Injury Prevention Program** - The Supplier will have in place a published worker injury prevention program including, but not limited to, CAL/OSHA Regulations, SB 198 requirements, and Proposition 65 requirements. The Supplier will provide adequate documentation in a format satisfactory to the County and any regulatory agencies, as requested, of its safety, training, and accident prevention program, including but not limited to, records indicating frequency and dates of such instruction. In addition, any safety hazard or concern reported by any person to the Supplier, either verbally or in writing, will be immediately reported to the County verbally and a written record will be provided within 24 hours.

- 4.5.3. **Accident Reports** - In the event of any accident of any kind, the Supplier will immediately inform the County. The Supplier will furnish the County with copies of all accident reports with 24 hours. The reports will be sent without delay and at the same time that they are forwarded to any other parties.

- 4.5.4. **Indemnification** - The Supplier guarantees and certifies that it will defend, indemnify, and hold harmless the County and all of its representatives from any and all suits, actions, or claims of any character relating to damages sustained by bodily injury or death to the Supplier's personnel, subcontractors, County's employees, or any other person or property damage arising or alleged to have arisen from any acts, errors, or omissions of the Supplier, its subcontractors, agents, employees, invitees, or representatives, or occurring or alleged to have occurred incidental to the Supplier's work.

- 4.5.5. **Bond** - The Supplier, at its sole cost and responsibility, will obtain a performance bond for a minimum of \$50,000.00. This bond will remain in effect for the entire term of the Agreement and any successive renewal periods.

4.5.6. **Supplier's Insurance**

- 4.5.6.1. All insurance coverage will meet the requirements set forth in this Agreement. In the event of conflict, the more stringent provisions will apply. Insurance coverage will be subject to the County's approval for adequacy of protection. All insurance coverage will be maintained during the life of this Agreement.

- 4.5.6.2. The Supplier will carry Worker's Compensation Insurance with statutory limits set by the State of California for the protection of its employees. The Supplier, and/or any subcontractor the Supplier may employ, will maintain such insurance coverage with insurance companies acceptable to the State Insurance Commissioner for damages which may arise, from operations under this Agreement, whether such operations be by the Supplier, its subcontractors, or anyone directly or indirectly employed by either of them.

- 4.5.6.3. The Supplier will carry a comprehensive general liability policy including completed operations, blanket contractual, broad form property damage, and County's and Supplier's protective liability in a casualty or liability insurance company acceptable to the County. Such insurance will fully protect the Supplier, any subcontractor performing any work covered by this Agreement, and the County from all

loss and liability.

- 4.5.6.4. The Supplier will carry insurance, as set forth below, with companies approved by County, naming County as an additional insured with respect to all work to be performed by or under the direction of the Supplier pursuant to this Agreement:
 - 4.5.6.4.1. Workers' Compensation Insurance in accordance with law and Employer's Liability Insurance with a limit of one million dollars (\$1,000,000).
 - 4.5.6.4.2. Comprehensive General and/or Commercial Liability Insurance including the "Hold Harmless" obligation with a combined single limit of one million dollars (\$1,000,000) for personal injury and property damage.
 - 4.5.6.4.3. Comprehensive Automobile Liability Insurance (covering owned vehicles, leased vehicles, and all other vehicles) with the following limits of liability:
 - 4.5.6.4.3.1. Personal Injury: \$500,000 each person and \$1,000,000 each occurrence
 - 4.5.6.4.3.2. Property Damage: \$250,000 each occurrence
 - 4.5.6.4.4. Bodily Injury Liability will not be less than \$1,000,000 for injury to any one person and \$2,000,000 for injury to more than one person in any accident.
 - 4.5.6.4.5. Property Damage Liability will be \$1,000,000 per accident and \$2,000,000 aggregate.
 - 4.5.6.4.6. Excess Liability/Umbrella coverage will be \$4,000,000 aggregate.
 - 4.5.6.4.7. The policies for Bodily Injury Liability and Property Damage Liability will be so written as to include Contingent Bodily Liability and Property Damage Liability Insurance to protect the Supplier against claims from the operations of subcontractors.
 - 4.5.6.4.8. All material and equipment stored on the premises and not actually installed is not included in the County's policy and such material and equipment will be covered under the Supplier's Property Damage Insurance.
 - 4.5.6.4.9. Each of the policies of insurance required will contain:
 - 4.5.6.4.9.1. A clause requiring written notice to be delivered to the County by the insurer not less than thirty (30) days prior to any cancellation of such policy of insurance, in whole or in part, or a reduction as to coverage or amount there under.
 - 4.5.6.4.9.2. The condition that such insurance is primary and any liability insurance maintained by the County or any other additional insured is excess and non-contributory.
 - 4.5.6.4.9.3. Severability of Interest and Cross Liability clauses.
 - 4.5.6.4.10. Prior to commencing any work under this Agreement, and within fifteen (15) days prior to expiration of such insurance, the Supplier will deliver to the County Certificates of Insurance, in form satisfactory to the County, evidencing the aforesaid coverage; and from time to time throughout the term of this Agreement, at the request of the County, the Supplier will furnish such further Certificates of Insurance evidencing the continuance or renewal of such policies of insurance, as the County may request. Such certificates will indicate:
 - 4.5.6.4.10.1. The types and amounts of insurance as required.
 - 4.5.6.4.10.2. The insurance company or companies carrying such coverage.
 - 4.5.6.4.10.3. Effective and/or expiration dates of policies.
 - 4.5.6.4.10.4. The County named as additional insured (but only to the extent same are indemnified pursuant to this Agreement).
 - 4.5.6.4.10.5. Stating that thirty (30) days' advance written notice will be given by the Supplier to the County of any material change or cancellation.
 - 4.5.7. **Unemployment Insurance, Taxes, And Pensions** - All bids for work to be done and materials and equipment to be furnished on the job are to include all local, state and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old-age pensions and unemployment insurance contributions, and any other similar taxes and contributions in effect at the time of the signing of the Agreement. The Supplier will be liable for the aforementioned taxes whether or not specifically included in its Bid or in the Agreement. In the event additional sales or use taxes are imposed after the signing of the Agreement, these are to be paid, in addition to the original Agreement amount, by the County to the Supplier, who in turn is to pay them to the proper authorities. Reciprocally, if any of the above mentioned taxes or contributions in effect at the time of the signing of the Agreement are

revoked before the consummation of the Agreement, the Supplier will rebate to the County the amount of the taxes included in the original Agreement. Where required by law, the amount of the tax is to be specifically stated in the Supplier's proposal, but failing to do so will not relieve the Supplier from responsibility for the assumption of these taxes.

4.6. DEFAULT AND TERMINATION

4.6.1. Termination at End of Agreement

- 4.6.1.1. If the County chooses to modernize its equipment, this Agreement, or a portion thereof, may be canceled with 30 days' written notice, provided the modernization work is considered a major alteration as defined by C.C.R. Title 8, Division 1, Chapter 4, Subchapter 6, Article 1, Section 3000(h).
- 4.6.1.2. The Supplier may terminate this Agreement at the end of the first five (5) year period or at the end of any subsequent two (2) year period by giving the County not less than ninety (90) days written notice.

4.6.2. Termination For Default

- 4.6.2.1. In the event of gross negligence or misconduct on the part of the Supplier, the Supplier will be deemed to be in default, and to have not fulfilled the terms and conditions of this Agreement.
- 4.6.2.2. Should the County determine that the Supplier has not fulfilled its obligations under this Agreement, the County may cancel this Agreement at its sole discretion upon ten (10) days' written notice to the Supplier. Upon cancellation of this Agreement, the Supplier will be responsible for any repairs deemed to be necessary in order to obtain a maintenance agreement with another Supplier and the County will be entitled to compensation of the performance bond.
 - 4.6.2.2.1. In the event of a dispute over the nature and/or cost of the required repairs, the County may hire an independent consultant acceptable to both parties at the sole expense of the Supplier. The decision of the consultant will then be considered advisory to the County.
 - 4.6.2.2.2. Should it prove necessary to hire another company to resolve equipment problems, the amount due to that company will be deducted from the on-going Agreement. Should the Supplier experience more than two (2) such incidences per calendar year, this will be grounds for cancellation of the Agreement. Any cost incurred by the County for repairs necessitated by the Supplier's lack of performance will be the responsibility of the Supplier.
- 4.6.2.3. The performance of work under the Agreement may be terminated by the County in whole or in part from time to time, whenever in the opinion of the County the Supplier shows default in performance of this Agreement or fails to make progress in prosecution of the Agreement work or endangers such performance and will fail to cure such default within a ten (10) day period after receipt of notification from the County specifying the default.
- 4.6.2.4. The following items are listed to indicate reasons that may be used to terminate this Agreement by the County. This list is not all inclusive.
 - 4.6.2.4.1. Failure to provide specified level of preventive maintenance.
 - 4.6.2.4.2. Failure to provide required information to the County upon request.
 - 4.6.2.4.3. The necessity of the County to execute an Agreement with another Supplier to remedy specific problems.
 - 4.6.2.4.4. Failure to make needed repairs and perform specified equipment and operational tests.
 - 4.6.2.4.5. Failure to provide new parts or substitute parts approved by the County.
 - 4.6.2.4.6. Failure to notify the County of changes of assigned employees or job supervisor.
 - 4.6.2.4.7. Failure to respond to emergency entrapment calls within ½ hour (30 minutes) during operating hours and 1 hour (60 minutes) during non-operating hours.
 - 4.6.2.4.8. Failure of personnel to follow work reporting requirements.
 - 4.6.2.4.9. Illegal or immoral activities.
 - 4.6.2.4.10. Failure to comply with insurance provisions.
 - 4.6.2.4.11. Failure to comply with material handling, storage, and information requirements.
 - 4.6.2.4.12. Failure to comply with "Fitness for Duty" provisions.

- 4.6.2.4.13. Unauthorized removal of material, keys, documents, or other information from the property.
- 4.6.2.5. If the Agreement is terminated, the Supplier will be liable for any cost incurred by the County in completing the work, either internally or by completion by Agreement with another Supplier. Determination as to how the work will be completed will be at the sole discretion of the County.
- 4.6.3. **Termination For Convenience or Sale** - The performance of work or services under this Agreement may be terminated upon ten (10) days' written notice, in whole or in part, when the County determines this is in its best interest. The County will be liable only for payment of work performed or furnished prior to the effective date of such termination.
- 4.7. **DISPUTES**
- 4.7.1. **Diligent Performance By Supplier** - Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement will be decided by the County. Pending final decision of a dispute hereunder, the Supplier will proceed diligently with performance of the Agreement.
- 4.7.2. **Arbitration**
- 4.7.2.1. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.
- 4.7.2.2. Notice of the demand for arbitration will be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand will be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event will the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 4.7.2.3. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction.
- 4.8. **GENERAL EXCEPTIONS AND EXCLUSIONS**
- 4.8.1. **Supplier Will Not:**
- 4.8.1.1. Be required to make any renewals, replacements, or repairs necessitated by negligence, abuse, misuse or obsolescence of the equipment or by any other cause beyond the Supplier's control except ordinary wear and tear.
- 4.8.1.2. Be responsible for trouble incurred or damage to the elevator equipment as a result of power failure or reduced voltage from the Primary Power Source as verified by the utility company.
- 4.8.1.3. Assume responsibility for any item of vertical transportation equipment not included in the Agreement or items in the Agreement which are specifically excluded.
- 4.9. **JOB WALK** - Each Bidder is required to attend the job site walk for any area for which he/she submits a bid. Failure to attend the job walk will result in rejection of the response. Only one job walk will be scheduled per building. The job walk schedule is as follows:
North County: Santa Maria Monday, March 10, 2008 at 9am
South County: Santa Barbara Tuesday, March 11, 2008 at 9am
Scheduling and transportation will be arranged by and at the convenience of the Facilities Services Division. Contractor is responsible for transportation to the initial meeting site. No additional job walk opportunities will be provided.
- 4.10. **EXAMINATION OF THE FACILITIES** - The Bidder is responsible to familiarize him/herself with the specific sites, including but not limited to access, egress, building construction type or physical building conditions or difficulties which could affect provision of the services required.
- 4.11. **"NO SURPRISES"** - You will implement no changes to prices, or interpretations of Agreement terms, without the express, advance concurrence and consent of the Facilities Manager.

7. **REPLY FORMS**

The forms listed below are numbered, named and attached in order as shown. Line-by-line instructions are provided for those items not considered self-evident. Additional instructions may be found on some of the forms and schedules themselves. Contractor shall respond to the following questionnaire in their bid statement.

7.1. **Bidder Questionnaire -**

Q - How many years has your firm been in continuous operation?

Q -Your terms will be assumed Net 30 unless a prompt payment discount (20 days minimum for award consideration) is offered here.

Q - If your warranty program can be summarized in a few words as suggested here, do so. Otherwise, a copy of your warranty program must be attached as Item W.

Q - We have no way to predict whether other public agencies within the County would have need for your services, nor what volume they may have. However, so that we may assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars by aggregating volume, if you will agree to extend the prices and terms of the resulting Agreement to other local-government agencies, answer Yes; otherwise answer No.

Signature - The Questionnaire must bear the signature, printed name, title and direct telephone number of the person authorized to commit your company to the Agreement.

7.2. **References** - List at least three current accounts with similar elevator service, preferably in Santa Barbara. List past accounts if you have no current accounts with similar elevator service. *Time Period For Serving This Account* must state the beginning and ending dates of the account, for example, *January 2003 to February 2007, or June 2000 to present.*

7.3. **Equipment Lists and Bid Amounts** - Fill in the amount bid for the annual maintenance fee for each elevator and fill in the total. Fill in the amount bid for the annual maintenance fee for each dumbwaiter and fill in the total. Add the total for elevators and the total for dumbwaiters and fill in the Total For All Equipment where indicated.

7.4. **Technician and Technical Information** - Provide all requested information.

7.5. **Hourly Labor Rates** - Provide all requested information.

7.6. **Emergency Adjustment and Replacement of Minor Parts** - Provide all requested information.

-----END OF SECTION-----

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KS
REPUB-1

DATE (MM/DD/YYYY)
04/29/08

PRODUCER
ISU Massie & Beck Ins. Serv.
License #OB29340
P.O. Box 1272
Lafayette CA 94549-1272
Phone: 925-283-5750 Fax: 925-283-5751

INSURED
Republic Elevator Co.
EN Dell Company Inc., DBA:
P.O. Box 1222
Goleta CA 93116

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: StarNet Insurance Company	
INSURER B: National Union Fire Insurance	19445
INSURER C: The Hartford	29424
INSURER D: State Compensation Ins. Fund	35076
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	JMS0000273-00	07/18/07	07/18/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UUNUP6343	07/18/07	07/18/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	BE3185893	07/18/07	07/18/08	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	713-14908-07	11/01/07	11/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Project Title North County Elevator Contract, South County Elevator Contract; County Project No. RFP #012008. County of Santa Barbara, General Services is named as additional insureds per attached endorsement. Coverage is primary and non-contributory. *10 day cancellation notice applies for non-payment of premium. (E,P)

CERTIFICATE HOLDER

COSABAR

County of Santa Barbara
 General Services Department
 1105 Santa Barbara Street
 Santa Barbara CA 93101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Alan Sigala

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Policy #JMS000027300
Effective: July 18, 2007

COMMERCIAL GENERAL LIABILITY
EV 20 45 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage provided by this endorsement is subject to the provisions applicable to the Commercial General Liability Coverage Form, except as provided below.

A. Item 2. of SECTION II – WHO IS AN INSURED is amended to include the following as an additional insured:

e. any person or organization for whom you are performing operations if:

(1) the addition of the person or organization as an additional insured is required by the terms of a written contract:

- (a) that is in effect, or that will go into effect during the term of the policy; and
- (b) whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury"; or

(2) the addition of the person or organization as an additional insured is required by an oral agreement or contract:

- (a) that is in effect, or that will go into effect during the term of the policy; and
- (b) whose execution precedes an "occurrence" of "bodily injury", "property damage", or "personal and advertising injury" and

a certificate of insurance showing that person or organization as an additional insured has been issued.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of others acting on your behalf, provided that such acts or omissions take place:

- (i) in connection with premises owned by, occupied by, leased to, or rented to you; or
- (ii) in connection with "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended by the addition of the following:

Coverage under this endorsement is subject to the applicable Limit(s) of Insurance shown on the Declarations. The attachment of this endorsement to the policy does not increase the applicable Limit(s) of Insurance.

C. The following exclusion is added to item 2. under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C MEDICAL PAYMENTS:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional services, including:

- a. The preparation, approval, or failure to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or
- b. Supervisory, inspection, architectural, or engineering services.

Professional services include any of the items specified in items a. and b. above, if you are acting in the capacity of architect, engineer, or surveyor.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

D. Item 4.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

- (3) Any other valid and collectible insurance available to the Additional Insured, whether primary, excess, contingent, or on any other basis unless a written contract, executed prior to the date of loss, specifically requires that this insurance be primary and/or non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: Each elevator or escalator that is serviced, repaired, installed, renovated or worked upon by you away from premises owned by or rented to you during the policy period.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

