



Request for Proposals (RFP) for City Wide Elevator Maintenance & Repair Services

The City of Covina, California (“City”) is requesting proposals from qualified contractors for its program of elevator maintenance and repair services. The successful contractor will be required to provide appropriately equipped and trained maintenance personnel as well as requisite equipment in order to perform elevator maintenance and repair services of the highest quality.

The term of the agreement is for a total of 5 years, until June 30, 2029. With the current agreement scheduled to expire June 30, 2024, time is of the essence to select and award a contractor. The City anticipates City Council authorization to award a contract on May 21, 2024 and work to begin on July 1, 2024.

1. INTRODUCTION

The City of Covina, incorporated in 1901, covers approximately seven square miles located in the San Gabriel Valley area of Los Angeles County, approximately 22 miles east of Downtown Los Angeles. The City is bordered by the Cities of Azusa and Glendora to the north, West Covina to the west and south, and the City of San Dimas and unincorporated portions of Los Angeles County to the east. The City is responsible for maintaining five (5) hydraulic elevators located in the following City facilities: Covina City Hall, the Civic Center / Downtown Parking Structure, the Metrolink Parking Structure, the Covina Public Library, and the Downtown Covina Theater.

2. SCOPE OF SERVICES

The objective of this agreement is to seek proposals for preventive maintenance services, routine repairs, emergency services and on-call services for City of Covina elevators.

Contractor is to furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide complete preventive maintenance, adjustment, replacement and routine repair service for the vertical transportation systems described below:

LOCATION: THE CITY OF COVINA

EQUIPMENT DESCRIPTION: 5 HYDRAULIC PASSENGER ELEVATORS

1. Dover Hydraulic (093997) - City Hall, 125 E. College Street

2. KONE Hydraulic (153504) - Civic Center/Downtown Parking Structure, 124 E. College Street
3. ThyssenKrupp Hydraulic (139754) – Metrolink Parking Structure, 559 N. Citrus Avenue
4. Precise Hydraulic (113438) - Public Library, 234 N. 2nd Avenue
5. Otis Hydraulic (146807) – Covina Theater, 104 N. Citrus Avenue

Contractor will provide regularly scheduled preventive maintenance services and requisite repairs and replacement of parts (i.e. certain unscheduled maintenance) that become necessary during the term of the agreement for a fixed price. Repair and replacement of main line power switch and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors and door frames, buried hydraulic piping, as well as cylinder and conventional below grade plunger assemblies are specifically excluded from the fixed price.

The City makes no guarantee as to the quantity of materials that will be purchased from the successful bidder, or the dollar amount that will be expended with them. Quantities appearing on the Contractor’s proposal are estimates of possible quantity requirements over the 36-month period. Actual order quantities will be determined as needed.

TERM

The agreement shall be for a five-year period with the approval of the City Manager, if the prices, terms and conditions are acceptable to the City Manager’s sole discretion but subject to the following:

- A. If during the term of this agreement, Contractor violates any of the provisions of this agreement or fails to properly provide the services required by this contract, the City shall advise Contractor of specific deficiencies and shall allow a reasonable period (sixty (60) calendar days unless otherwise agreed) to correct these deficiencies to the City’s satisfaction.
- B. In the event Contractor fails to correct the deficiencies in the allotted time, the City shall have the right to terminate this agreement with thirty (30) calendar days’ written notice to the Contractor
- C. If the City chooses to modernize an elevator control system, this agreement may be canceled with thirty (30) calendar days’ written notice.
- D. In the event that the incumbent contractor is not the successful bidder, the successful bidder agrees to work with the incumbent in order to accomplish a smooth transition and continuity of skilled workers who are familiar with the work.

HOURS AND MANNER OF WORK

- A. All scheduled preventive maintenance except as otherwise noted under this agreement, including unlimited emergency callback service (including during and after “Acts of God” such as Earthquakes), will be performed during regular facility operating hours, generally Monday through Thursday from 7am to 6pm. Any repair work, beginning within regular operating hours and required to continue beyond regular operating hours, must be pre-approved by the City Project Manager.

Scheduled preventive maintenance services means provision of the labor, parts, materials, tools, equipment, lubricants and other consumables, required to regularly and systematically inspect, examine, check, adjust, safety test, service, lubricate, clean, overhaul, replace parts or components, and perform other preventive maintenance activities in accordance with a pre-determined service schedule and manufacturer's instructions, as required to maintain elevators in proper, safe, and reliable operating condition.

- B. Contractor is responsible for making all routine repairs and providing “unscheduled” maintenance services due to normal wear and tear to the elevator and its components. The cost for these repairs and services is to be included in the monthly fee to maintain elevators in proper, safe, and reliable operating condition. Repairs considered “emergency work” shall be invoiced separately and require prior approval by the City Project Manager before initiating repairs.

Unscheduled maintenance services means provision of the labor, parts, materials, tools, equipment, lubricants and other consumables, required to respond to service requests, diagnose problems, repair, renew, adjust, replace parts or components, and perform other activities that are unscheduled, but which are required on account of an actual or impending malfunction of an elevating device, or component thereof, or to correct an unsafe or unreliable operating condition.

- C. Provide overtime callbacks at no cost to the City if (1) people are trapped, (2) more than one car is out of service, (3) if Metrolink and Civic Center/Downtown are shut down afterhours, or (4) a safety or potential safety problem exists including during or after “Acts of God” such as earthquakes.

Callback is defined as a City request which requires a service call of an elevator other than the regularly scheduled maintenance.

- D. Removal of elevators from service shall be coordinated with approval from the City Project Manager or their designee. The City agrees to allow Contractor to remove elevators from service for a reasonable time in order to perform maintenance thereon. Before performing any maintenance services, Contractor shall cordon off worksite with appropriate barriers,

signage and protective devices for the protection of Contractor's workers and facility occupants.

- E. Contractor agrees to furnish an Elevator Technician for a minimum of 4 hours per month based on a 4-week average to provide preventive and routine maintenance and repairs, exclusive of callbacks, repair work, or billable work not covered by this Agreement.
- F. Normal response time to unscheduled service calls during regular facility operating hours shall be 60 minutes; response time to unscheduled service calls during overtime working hours shall be a maximum of 90 minutes. Response to entrapments is within 30 minutes maximum at any time of day or night.

Type of response shall be summarized in Contractor reports as follows:

- **Response to Emergency Situations**, e.g. trapped passengers, immediately on a top priority basis as soon as possible after notification, 24 hours per day, 7 days per week, 365 days per year
- **Response to Critical, Non-Emergency Situations**, e.g. a non-functioning wheel chair lift
- **Response to Non-Critical, Non-Emergency Situations**

CITY'S RIGHT TO INSPECT AND REQUIRE WORK

- A. The City reserves the right to make inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense.
- B. If Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, the City may perform or cause to be performed all or any part of the work required hereunder. Subsequently, Contractor agrees that it will reimburse the City for any expense incurred therefore, and the City at its election may deduct the amount from any sum owed to Contractor.
- C. A qualified Elevator Consultant acceptable to both parties may be retained by the City to provide technical assistance and/or mediate professional disputes.

WARRANTIES

The supplier shall replace at no cost to the City any material that has been damaged during shipment, is defective, or fails to meet the test requirements and construction parameters.

CONTRACTOR TO COMPLY WITH LAWS

- A. In the performance of this contract, the Contractor agrees it will 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.
- B. Contractor shall conduct all safety tests and inspect and adjust all safety devices in accordance with applicable Task and Frequency Schedule(s) included in the Contract, and in accordance with applicable regulatory requirements. In case of the conflict, the more stringent requirement governs. Where applicable regulatory requirements require the authority having jurisdiction to witness safety tests, conduct such tests in the presence of the authority having jurisdiction.
- C. Written reports of said tests shall be submitted to the City and State inspection or enforcement entities, and in the case of running safety tests, prior notification shall be given so that a Representative of the City may witness said test. Contractor shall also be made available to conduct annual testing associated with the State's mandated annual inspection.
- D. Under this agreement, the Contractor shall 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 contract, unless compensated for such installation or services.

EXPERIENCE AND QUALIFICATIONS OF CONTRACTORS

- A. Contractor shall be a California State Certified Qualified Conveyance Company (CQCC) at the time of award and throughout the full term of the agreement, if awarded. The Contractor shall have a minimum of five (5) years prior comparable elevator maintenance work experience with a municipal agency or organization. The work experience shall be similar to the work described in these Specifications in order to be considered as having met the requirement.
- B. Each technician performing elevator maintenance services shall hold a Certified Competent Conveyance Mechanic (CCCM) license at the time of award and throughout the full term of the agreement, if awarded.
- C. Contractor shall hold a valid C-11 (Elevator Contractor) or General A (Engineering Contractor) license, issued by the California State Contractor License Board at the time the bid is submitted and throughout the full term of this agreement, if awarded.

- D. Contractor shall provide references for the past five (5) years of comparable elevator maintenance work experience.
- E. If Contractor does not possess the right combination of license and verified work experience, the RFP proposal shall be deemed non-responsive and/or incomplete.

EXTENT OF THE WORK

- A. The Contractor shall provide a preventive maintenance program to deliver service tailored to the buildings' specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short- and long-term maintenance schedules and records for each elevator. The units will be provided with devices to monitor equipment usage. Industry Standard work processes will be used.
- B. All equipment, materials and installation shall conform to: ANSI, A17.1 The American National Standard Safety Code for Elevators, ANSI, A17.2 American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code.
- C. The Contractor will use trained, licensed personnel directly employed and supervised by them. They will be qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the hydraulic elevator equipment in proper and safe operating condition.
- D. Contractor shall provide monthly maintenance inspections and submit a maintenance schedule (to be approved by City) for each building to the City at the beginning of each calendar year.

Maintenance schedule shall also include:

- An Elevator Task and Frequency Schedule
- A Hydraulic Elevator Oil Loss Monitoring Task and Frequency Schedule
- Monthly Fire Service Test Log

Specified tasks and frequencies shall be the minimum required. The Contractor may, at the Contractor's discretion and cost, perform additional preventive maintenance tasks or increase the frequencies beyond the specified minimums.

- E. Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

Complete Maintenance: Contractor shall regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment. The Contractor will provide both scheduled and on-call (emergency) service, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract. Additionally, the Contractor:

1. Will monthly examine, adjust, lubricate as required, and if conditions warrant, repair or replace:
 - a. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
 - b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
 - c. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
 - d. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring, in the elevator car, car guide rails, car guide shoes, gibs or rollers.
 - e. Filters, mufflers and muffler components.
2. Will also:
 - f. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.
 - g. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.
 - h. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the City with copies of the M.S.D.S. for all materials stored on-site.
 - i. In accordance with the manufacturer's specifications, conduct an analysis of hydraulic fluid to detect contaminants and assure proper viscosity and

make necessary corrections and replace fluid as required. A copy of the findings shall be provided to the City.

- j. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.
1. Shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:
 - k. Emergency lighting, bulbs, batteries, trickle charger and all related wiring and components.
 - l. Elevator Management Systems, Consoles, CRTs keyboards, wiring and components and all other devices associated with these systems (only those systems and devices directly related to Elevator Communication).
 - m. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the Elevator System).
 - n. Emergency Power Operation and elevator operating devices (only those systems and devices directly related to the Elevator System).
 - o. All handicap devices that are part of the elevator system.
 - p. All elevator related earthquake devices.
 2. City shall pay for upgrades or repairs due to abuse or misuse and shall retain the right to obtain competitive prices for repairs of this nature. The Contractor shall notify the City in advance of such suggested and/or required upgrades or repairs and shall provide a written cost estimate. Contractor is not entitled to payment for upgrades or repairs performed without the City Project Manager's prior approval.

PERFORMANCE GUARANTEE

- A. If an elevator is out of service for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. All non-scheduled repairs shall be pre-scheduled in writing.
- B. If the Contractor does not respond in the time frames listed in HOURS AND MANNERS OF WORK, Section H., the following month's billing will be credited in the amount of \$250.00 for each hour deemed non-responsive.

- C. Call back service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the Elevator Trade. In the event a call back is required after regular business hours requiring overtime, the Contractor shall furnish all travel time, expenses and time on the job. For each overtime callback, Contractor may bill the City for the overtime hours at one and a half times the regular rate, not to exceed two hours travel time (one hour each way).
- D. If during 30 consecutive days, the City Project Manager experiences two (2) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited on the next monthly billing. Call backs as described in HOURS AND MANNERS OF WORK, Section C. of this document are excluded.
- E. No penalty shall be assessed under Items A or C as listed above if damage is caused by vandalism or any other cause except normal wear and tear.

PERFORMANCE REQUIREMENTS

- A. Contractor agrees to maintain the following minimum performance requirements of the elevators designated below:
 - 1. Variance from rated speed, regardless of load, shall not exceed $\pm 10\%$ for hydraulic elevators.
 - 2. To maintain a comfortable ride, the Contractor shall maintain vertical alignment of guide rails to a tolerance of 1/16" in 100'.
 - 3. Shutdowns for emergency minor adjustment callbacks shall be minimized. Verifiable shutdown frequency shall be maintained at .5 hour per unit per month or less based on the previous 90-day's data.
 - 4. The Contractor agrees to check and adjust the dispatching system and make necessary tests to ensure all circuits and time settings are properly adjusted at least one time per year, and any time proper adjustment is questioned. Adjustments shall minimize response time to registered car and hall calls.
 - 5. Door closing force is measured at rest with the doors between 1/3" and 2/3" closed.
 - 6. Starting/stopping accuracy shall be measured under all load conditions.
 - 7. Noise and Vibration Control:

- a. Elevator equipment shall be maintained and adjusted to meet the performance requirement specified herein within the following parameters:
 - i. Horizontal Acceleration within Cars during All Riding and Door Operating Conditions: Not more than 1 0-13 mg. in the 1-10 Hz range, peaks shall not exceed 15 mg. Each side of zero mg. reference.
 - ii. Acceleration and Deceleration: Constant and not more than 5 feet/ second with an initial ramp between 0.5 and 0.75 vertical vibration in 1-10 Hz range shall not exceed 20-35 mg. at full speed.
 - iii. Sustained jerk shall not exceed 10 feet/second cubed.
 - b. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBa under any condition including ventilation blower on highest speed.
- B. In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall 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 Contractor's performance.
- C. These tests have to be performed on a quarterly basis and reports are to be submitted to the City once tests are completed.

SPECIAL CONDITIONS

- A. Contractor shall post a preventive maintenance schedule and a work log book in each machine room. The log book shall include all entries for routine maintenance and repairs. A service work report shall be sent via email to the City Project Manager within five (5) working days of each service and regular maintenance call detailing the elevator number, address, technician's name, work description, technician's arrival and departure time, work status, billable or contract hours, problem reported and by whom. All log books and preventive maintenance log sheets are, and will remain, the City's property. Copies for the Contractor will be available upon request.

- B. Contractor agrees to post and maintain a current Fireman's Service test log. Entries shall include date work is completed or tested, 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 City may inspect and copy the log and maintenance schedule at any time.
- C. Contractor shall maintain the City's complete set of straight-line wiring diagrams (if available) showing "as-built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades.
- D. The City may reproduce these "as-built" drawings and retains sole possession of these drawings in event contract is terminated.
- E. State elevator inspection fees shall be paid by the City. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.
- F. No contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the written notice of the City.
- G. Contractor shall 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 A1 7.1 Rule 1002.2g. Stand-by power test will be scheduled by the City on overtime hours two times per year. Contractor shall perform monthly test of Firefighter's service at no additional cost.
- H. Contractor shall provide a written report outlining system performance. Report shall include data verifying average system response and performance times. Initial report shall be submitted no later than 120 calendar days after initiation of contract and every one-year thereafter.
- I. Remote Monitoring (if available): Should Contractor require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at the Contractor's expense.
- J. Pre-Maintenance Repairs: Within thirty (30) calendar days prior to the commencement of the contract, should the Contractor determine that repairs are necessary before accepting the elevator equipment on full service, the Contractor shall submit a total pre-maintenance cost supported by a labor and material breakdown itemized per elevator. No dismantling of equipment or repairs shall be allowed by the City if not determined and supported with specific written exceptions and/or clarifications.

- K. The Contractor is responsible for contacting the City Project Manager when arriving on-site during call-out service, and notifying the City Project Manager when job is completed.
- L. Contractor shall forward to the City copies of order compliance letters for the State Elevator Unit upon completion of conditions in need of correction.
- M. Uniforms/Identification Badges: Contractor shall ensure all of its employees are clean, neat, and appropriately attired with uniforms, work shoes, and identification badges at all times during the performance of this contract.
- N. Payment for Services Rendered: Contractor will submit invoice for City approval on a quarterly basis. The price for these services shall not exceed the maximum amount of the contract / agreement, unless changes are approved in advance by the City.
- O. Compensation Escalation for Additional Contract Terms: At the conclusion of each contract year and prior to the commencement of the subsequent year, the Contractor may request unit price increases with a written justification as to the reason for the proposed increase; however, under no circumstances shall such increase exceed 3% per year. The request is due two months before the end of a contract period. Approval of such a request is at the City's sole discretion. Upon the City's approval, any increases will be effective at the beginning of the next contract period.
- P. The Contractor must have a Certified Competent Conveyance Mechanic (CCCM) license to bid on this specification. The contractor shall be a California State Certified Qualified Conveyance Company (CQCC) at the time of award and throughout the full term of the agreement, if awarded. Each mechanic performing elevator maintenance services shall hold a Certified Competent Conveyance Mechanic (CCCM) license at the time of award and throughout the full term of the agreement, if awarded. The Contractor shall hold a valid C-11 (Elevator Contractor) or General A (Engineering Contractor) license, issued by the California State Contractor License Board at the time the bid is submitted and throughout the full term of this agreement, if awarded.
- Q. REPAIR SERVICES: The City will pay for repair work such as adding new items to an existing elevator or other necessary charges based on time and materials, on a pass-thru basis. The City may also pay for the end of life cycle replacement of major items due to obsolescence as described in ATTACHMENT D. The determination as to whether an item is outside of the agreement or has exceeded its lifecycle is the sole discretion of the City Project Manager or their designee. These services may include any repairs that are required outside the scope of services covered under the maintenance and/or repair portion of this RFP. Parts will be sold to the City on a pass-thru basis. The Contractor must invoice all parts

to the City for the same price they paid with no mark-up. Copies of invoices reflecting the price paid shall accompany the invoices submitted by the Contractor.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator equipment that is the subject of the agreement, City will (1) immediately shut down any such equipment that presents a potential safety hazard, and (2) provide prompt verbal notice to Consultant's Service Center of such hazard.

City will immediately notify Consultant's Service Center of any injury or accident in or about such equipment, followed by prompt written notice including electronic correspondence of such injury or accident.

THIRD PARTY SERVICES

All services within the scope of this agreement must be performed by Consultant or its subcontractors, if any.

If a third party works on pertinent equipment during the term of this Agreement, Contractor reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. City will either provide a remedy, or reimburse Contractor for the cost of inspection and any additional work required if agreed to by City Project Manager. If City declines to have Contractor perform the additional work, Contractor reserves the right to cancel the agreement upon written notice to City pursuant to the terms of the Professional Services Agreement.

SUB-CONTRACTORS

- The Contractor shall submit with its proposal the name and address of each sub-contractor it intends to employ, a description of the work which the sub-contractor is to do, the dollar amount of each sub-contractor contract, and such other information as may be required in order that the City of Covina's approval may be obtained as to reliability and ability to perform the work.
- Required Submittals for sub-contractors: Listings of all sub-contractors performing work for the prime Contract shall be submitted and received with the proposer's proposal. Lists of sub-contractors are a part of the proposal package, and failure to submit said listings might constitute the submittal of an incomplete proposal.

- **Terms and Conditions Binding Upon Sub-contractors:** All terms and conditions contained in this proposal shall be binding upon the Contractor’s sub-contractors. The Contractor shall enter into Contracts with its sub-contractors and these Contracts shall contain these terms and conditions. Sub-contractors shall be approved by the City’s Project Manager prior to commencing work.

DRUG-FREE WORKPLACE

The Contractor, and all sub-contractors, must certify that they have a drug-free workplace and comply with Government Code Section 8355 (Certification of Drug-Free Workplace).

3. PROPOSAL SUBMITTAL DEADLINE AND FORMAT

Proposal packages are to be submitted to the City on or before **4:00 p.m. on April 11, 2024**. No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of proposals.

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk’s Office, 125 E. College Street, Covina CA 91723. It is the proposer’s sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened. All accepted proposals shall become the property of the City.

Proposal packages are to be submitted to:

Valerie Cortez, Management Analyst
City of Covina
c/o City of Covina City Clerk’s Office
125 E. College Street
Covina, CA 91723

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the City on behalf of the company, and must be received in the place and time designated above. Proposals (as described below) are to be submitted in a sealed envelope clearly marked with the contractor’s name, address, telephone number, and email address. Submit one sealed envelope clearly identified as **“Work & Cost Proposal – Elevator Maintenance & Repair Services,”** containing four (4) copies of the proposal.

4. PROPOSAL CONTENT

A Work & Cost Proposal shall be concise, well-organized, and demonstrate the contractor's qualifications and experience relating to the proposed project. Proposals shall reflect all costs associated with the proposed project. At a minimum, proposals shall include the following information:

- **The Work & Cost Proposal (submit 4 copies)**

The proposal should include, as a minimum, the following information, presented in a clear and concise manner:

- **Cover Letter:** Provide a brief statement acknowledging that the information provided in the Statement of Qualifications (SOQ) is true, accurate and current. Provide contact information for the contractor and the person authorized to execute the agreement.
- **Work Plan:** A statement of your understanding of the project and a detailed description of your approach to implement all of the tasks listed under Section 2, "Scope of Services."
- **Organizational Chart:** A chart identifying the key personnel assigned to the project. Identify the name of the project manager and the individual authorized to negotiate the contract on behalf of the contractor's firm. Include the work load of the project manager and key team members (**including sub-contractors**), as well as, their availability to complete the tasks as outlined under Section 5, "Scope of Services."
- **Program Schedule and Deadlines:** A comprehensive schedule for the completion of the tasks as outlined under Section 2, "Scope of Services." Indicate the time frame or period for each task and a total time for completion.
- **Firm Qualifications:** Identify a minimum of twenty (20) similar projects completed within the past five (5) years.
- **References:** Provide twenty (20) references for similar assignments completed for other agencies.
- **Cost Proposal (ATTACHMENT B):** The cost proposal shall include:
 - **Hourly Rate Schedule:** A statement of hourly rates for all proposed staff classifications, including hourly rates for sub-contractors.

- Time estimates for principals, staff, sub-contractors, etc. with hourly billing rates.
 - Cost for materials and incidental services, including travel expenses, copying, printing, and plotting. Any proposed percentage mark-up for reimbursable expenses.
 - Total cost per task.
 - Clearly identify any additional or reoccurring costs.
 - The cost proposal grand total shall be an amount "Not-to-Exceed."
- **Objections to Professional Services Agreement:** Objections shall be submitted in writing with justification clearly stated. Any contractor with objections to terms contained in the City’s Professional Services Agreement (Attachment A) must advise the City of such objections and requested modifications as part of its Work Proposal. Failure of a proposer to accept the terms of the City’s Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective contractor to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful contractor’s failure or refusal to execute the City’s Professional Services Agreement.

Inquiries and Addenda

For inquiries regarding this RFP, please contact, Valerie Cortez via electronic mail at vcortez@covinaca.gov. Proposers must e-mail inquiries no later than **10:00 a.m. on March 27, 2024**. Inquiries received after that date and time will not be answered. Please include the following in the subject line of the e-mail: “Inquiry RE: Elevator Maintenance & Repair Services.” Telephonic inquiries will not be accepted.

The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers and post addenda on the City’s website. Proposers are responsible for receipt of all addenda. Therefore, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City’s issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revisions to any provision in this RFP shall be binding.

5. ANTICIPATED SCHEDULE

MILESTONE	DATE
RFP Issued	March 7, 2024
Job Walk	March 25, 2024, 10 a.m.
Request for Clarification Deadline	March 27, 2024, 10 a.m.
Request for Clarification Response	March 28, 2024
Deadline for Proposals	April 11, 2024, 4 p.m.
Deadline for Submittal of Executed Professional Services Agreement & Insurance	May 6, 2024
Award of Contract (tentative)	May 21, 2024
Notice to Proceed (tentative)	June 6, 2024

JOB WALK

A Job Walk exhibiting the City of Covina’s Elevators will be held **Tuesday, March 25 from 10:00 a.m. to 11:30 a.m.** Following are directions and additional details related to the Job Walk:

- **The Job Walk will commence on the 1st Floor of the Civic Center Parking Structure, 124 East College Street, Covina, CA at 10:00 AM on Tuesday, March 25** (please sign-in with City staff upon arrival if you attend the Job Walk)
- Please park on the 2nd or 3rd level of the Civic Center Parking Structure (parking is free for the first 4 hours)
- The Job Walk will consist of visits to (1) Civic Center Parking Structure, (2) Downtown Covina Theater, (3) Covina City Hall, (4) Covina Public Library, and (5) Metrolink Parking Structure
- The Job Walk is solely for the purpose of assessing / observing the four elevators and associated components identified in the RFP
- All questions and requests for clarification regarding the RFP must still be submitted in email format to Ms. Cortez by **10:00 a.m. local time on Wednesday March 27.**

Responses to questions submitted prior to the established question deadline will be released on or before **Thursday, March 28, 2024.**

6. EVALUATION PROCEDURE

The Review Committee will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the proposer. The Review

Committee may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified. The proposal review will focus on the following criteria:

- **Program understanding/program approach (maximum of 35 points).** The firm’s proposal adequately demonstrates an understanding and experience in elevator maintenance and repair services, which is documented in its proposal.
- **Experience (maximum of 35 points).** The firm’s technical expertise and professional references with similar work. Qualifications of the firm and the individuals assigned to perform the work.
- **Program schedule (maximum of 20 points).** Thoroughness of the program schedule; ability to fulfill program requirements within the selected timeframe, availability of staff as required by the City.
- **Program cost proposal (maximum of 10 points).** Proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

7. PROFESSIONAL SERVICES AGREEMENT

The City will identify the contractor that best meets the needs of the City and enter contract negotiations with that highest ranked firm. Should the City fail to reach agreement with the top ranked firm, the City may enter negotiations with the next highest rated contractor and so on. City Staff will make a recommendation to the City Council for the award of a Professional Services Agreement to the contractor that best furthers the City’s objectives.

The successful contractor will be expected to execute the Professional Services Agreement approximately fifteen (15) calendar days prior to City Council consideration. A recommendation for contract award will be presented to the City Council for consideration on May 21, 2024

8. INSURANCE REQUIREMENTS

The successful contractor shall secure all insurance required under the Professional Services Agreement and provide any necessary documentation to the City fifteen (15) calendar days prior to City Council consideration.

9. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept, reject, or accept a portion of any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as

deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

10. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws related to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to full compliance therewith.

11. DISCREPANCIES AND MISUNDERSTANDINGS

Contractors and consultants must satisfy themselves by personal examination of the worksite, specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No contractor or consultant will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of the City will be clarified by the City in writing to all proposers prior to the submission of the proposals.

12. PROPOSER INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation will be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are called for. No proposal will be accepted from a contractor who has not been licensed in accordance with the provisions of the State Business and Professional Code.

Attachments:

Attachment A: City of Covina Professional Services Agreement

Attachment B: Cost Proposal for Elevator Maintenance & Repair Services

Attachment C: Initial Elevator Evaluations for City Hall, Civic Center, Metrolink, Library, and Covina Theater Elevators

Attachment D: Obsolescence Summary

ATTACHMENT A
CITY OF COVINA PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 1, 2024 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide/perform Elevator Maintenance and Repair Services throughout the City of Covina.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2029 unless sooner terminated as provided in Section 13 of this Agreement. In no event shall the contract be extended beyond June 30, 2029.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be [Name], [Title] (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including elevator maintenance and repair, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C**.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the performance of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively “data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City’s prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant’s covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant’s services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the

legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this

Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend for Cause. If Consultant violates any of the provisions of this Agreement or fails to properly provide the services required by this Agreement to the satisfaction of the City, the City shall provide to the Consultant a written Notice to Cure the specific deficiencies and shall allow a reasonable cure period of sixty (60) calendar days (unless another cure period is otherwise agreed to in writing by both parties) to cure and correct these deficiencies to the City's satisfaction. In the event Consultant fails to correct the deficiencies in the allotted cure period, the City shall have the right to terminate this Agreement with thirty (30) calendar days' written notice to the Contractor. The effective date of the termination of the Agreement pursuant to this subsection A shall be the 31st day after the date of the written notice of termination.

B. Right to Terminate or Suspend due to Modernization. If the City chooses to modernize an elevator control system, this Agreement may be canceled with thirty (30) calendar days' written notice.

C. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of

City’s termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant’s reasonable control and not due to any act by Consultant.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant’s and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Transportation Division
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City’s prior written

consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys’ Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____

Name: Chris Marcarello

Title: City Manager

ATTEST:

By: _____

Name: Fabian Velez

Title: Chief Deputy City Clerk

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
APPROVED FEE SCHEDULE

EXHIBIT B
SCOPE OF SERVICES

EXHIBIT C
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for comp

7. liance with Section 1777.5 by itself and all of its subcontractors.
8. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
9. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date _____ Signature _____

ATTACHMENT B

COST PROPOSAL FOR ELEVATOR MAINTENANCE & REPAIR SERVICES

COST PROPOSAL

TABLE 1. GRAND TOTAL FOR ALL CITY ELEVATORS

No.	Item Location	Elevator Type	Qty	Unit Price (Monthly Price Per Elevator)	Item Price (Yearly Price Per Elevator)
1	Covina City Hall – 125 East College Street	Hydraulic Passenger	1	\$	\$
2	Civic Center Parking Structure – 124 East College Street	Hydraulic Passenger	1	\$	\$
3	Metrolink Parking Structure – 559 North Citrus Avenue	Hydraulic Passenger	1	\$	\$
4	Covina Public Library – 234 North 2nd Avenue	Hydraulic Passenger	1	\$	\$
5	Covina Theater – 104 N. Citrus Avenue	Hydraulic Passenger	1	\$	\$
Grand Totals (Items 1 through 5):				\$	\$
<i>Note: A 10% annual contingency allowance should be considered for use in the event of emergency repairs.</i>					

[COST PROPOSAL CONTINUED ON NEXT PAGE]

TABLE 2. SCHEDULE OF INITIAL BASE HOURLY RATES FOR CONTRACTOR'S PERSONNEL

Job Title	Contractor's Hourly Base Cost including Fringe Benefits	Overhead and Profit Percentage	Straight Time Rate Hourly Selling Price	Premium Time Rate	*Time and one-half Rate Hourly Selling Price	**Double Time Rate Hourly Selling Price
Manager						
Supervisor						
Maintenance Mechanic						
Repair Mechanic						
Modernization Mechanic						
Helper						
Engineer						
Technician/ Troubleshooter						
Foreman						
Other						

***Hours and Days of the Week that the Rate applies: _____**

****Hours and Days of the Week that the Rate applies: _____**

ATTACHMENT C

INITIAL ELEVATOR EVALUATIONS

Initial Elevator Evaluations for City Hall, Civic Center Parking Structure, Metrolink Parking Structure, Library, and Covina Theater Elevators

ATTACHMENT D
OBSOLESCENCE SUMMARY

Obsolescence Summary

- A. Component obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available in the market.
- B. In the event of component obsolescence as defined in Paragraph A above, the condition shall be reported to the City with the following information:
 - 1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 - 2. Procurement and installation time for restoration of system service.
 - 3. Any safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).
 - 4. Certification by the manufacturer of the replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity and safety.
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
 - 1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a. Contractual hourly rate schedule as provided in **Attachment B** shall be used to compute the extraordinary labor charge, if applicable.
 - b. Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
 - c. At City's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
 - 2. Subsequent to the City's authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- D. The City shall retain the right to competitively bid obsolescence repairs and replacements; and, such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:

1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The maintenance contractor shall provide written notification of acceptance or rejection.
2. Should the contractor reject an obsolescence repair made by others, the City may have a qualified third party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions or the City may terminate the maintenance contract and award the maintenance work to another Contractor at the City's sole discretion.