



ELEVATOR SERVICES AGREEMENT

114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

This AGREEMENT is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "SBCCD", and Pacific Coast Elevator dba Amtech Elevator Services., hereinafter referred to as "CONTRACTOR". The SBCCD and the CONTRACTOR are sometimes hereinafter referred to as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

RECITALS

WHEREAS, the SBCCD requires services of a highly specialized and technical nature in connection with the maintenance and repair of vertical conveyance systems, that are not available within the DISTRICT, and cannot be performed satisfactorily by SBCCD employees; and

WHEREAS, SBCCD desires to obtain specialized services for the following: Complete maintenance and repair services of vertical conveyance systems at Crafton Hills College and San Bernardino Valley College; and

WHEREAS, CONTRACTOR is qualified in all respects to provide to the SBCCD all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the SBCCD, such services as are called for hereunder; and

WHEREAS, CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the SBCCD under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws; and

NOW THEREFORE, the PARTIES to this AGREEMENT do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

The CONTRACTOR shall provide to the SBCCD on the terms set forth herein Complete Maintenance and Repair of Vertical Conveyance Systems at Crafton Hills College and San Bernardino Valley College, including all the services articulated in Appendix C Specifications attached hereto and further clarified in IFB 2013-03 section 3.0 SPECIFICATIONS and ADDENDUM #1.

2. TERM

CONTRACTOR will commence work under this AGREEMENT on 07/01/2013 and will diligently prosecute the work thereafter. CONTRACTOR will complete the work not later than 06/30/2015. CONTRACTOR shall not commence work until the Board has approved this AGREEMENT. This

agreement may be extended for up to three (3) additional one (1) year terms, if mutually agreed by both PARTIES and approved in advance in writing by SBCCD. In accordance with Education Code section 81644 the total term of this AGREEMENT shall not exceed five (5) years from the date first written above.

3. COMPENSATION

In consideration for the services provided by CONTRACTOR, SBCCD shall pay the CONTRACTOR quarterly per the payment schedule outlined in Appendix A attached hereto. The total sum of all payments shall not exceed Seventy Three Thousand Eight Hundred Forty Dollars (\$73,840). Payments shall be paid within 60 days after receipt of approved invoices by SBCCD in accordance with the following:

- a. CONTRACTOR shall invoice 45 days in advance of each quarter for services, excepting the first quarter. Payments are to be paid quarterly in advance of services upon receipt of approved invoices.
- b. CONTRACTOR is to invoice separately for Crafton Hills College and San Bernardino Valley College per each location's annual Purchase Order.
- c. CONTRACTOR shall invoice SBCCD for all payments directed to San Bernardino Community College District, 114 South Del Rosa Drive, San Bernardino, California, 92408, Attention: Accounts Payable. Invoices shall be submitted in triplicate. CONTRACTOR must have on file with Purchasing a W-9 which includes CONTRACTOR'S tax identification number.

4. TERMINATION

- a. This AGREEMENT may be terminated by either PARTY upon thirty (30) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR or lack of funding by SBCCD. In the event termination is for a substantial failure of performance by CONTRACTOR, all damages and costs associated with the termination, including increased CONTRACTOR and replacement CONTRACTOR costs shall be deducted from payments owed to the CONTRACTOR.
- b. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR'S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after all required services have been rendered and completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. SBCCD agrees to pay the CONTRACTOR the undisputed amounts due under this AGREEMENT.
- c. The PARTIES understand and agree that Section 4 of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

5. RELATIONSHIP OF PARTIES

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of

CONTRACTOR'S employees shall not be considered officers, employees or agents of SBCCD, and are not entitled to benefits of any kind or nature normally provided employees of SBCCD and/or to which SBCCD'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR'S employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.

6. INSURANCE

SBCCD requires certain insurance provisions to be carried and maintained by CONTRACTOR. CONTRACTOR shall submit with its bid a certificate of such insurance as required below:

- a. Minimum Scope of Insurance: Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and including products coverage.
- b. Minimum Limits of Insurance (If CONTRACTOR maintains higher limits than the minimums required below, then SBCCD shall be entitled to coverage for the higher limits maintained by CONTRACTOR): General Liability, including products and completed operations: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and an aggregate limit of \$2,000,000.
- c. The CONTRACTOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000)
- d. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- e. Deductibles and Self Insured Retentions: Any deductions or self-insured retentions must be declared to and approved by SBCCD. At the option of SBCCD either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SBCCD, its officers, officials, employees and volunteers; or CONTRACTOR shall provide a financial guarantee satisfactory to SBCCD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- f. Other Insurance Provisions: The policy or policies are to contain, or be endorsed to contain, the following provisions:
- g. SBCCD, its officers, official, employees and volunteers are covered as insureds as respects products of CONTRACTOR.
- h. CONTRACTOR's insurance coverage shall be primary insurance as respects SBCCD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SBCCD, its officers, officials, employees or volunteers shall be excess of CONTRACTOR's

insurance and shall not contribute with it.

- i. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) day's prior written notice has been provided to SBCCD.
- j. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII unless otherwise acceptable by SBCCD.
- k. Verification of Coverage: CONTRACTOR shall furnish SBCCD with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by SBCCD or on other than SBCCD's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by SBCCD before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. SBCCD reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- l. Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer or other contractor may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of SBCCD for all work performed by CONTRACTOR, its employees, agents and subcontractors.

7. HOLD HARMLESS

- a. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold SBCCD entirely harmless from all liability arising out of:
- b. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR'S employees or CONTRACTOR'S subcontractor's employees arising out of CONTRACTOR'S work under this AGREEMENT; and
- c. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or SBCCD, or any person, firm or corporation employed by the CONTRACTOR or SBCCD upon or in connection with the services provided pursuant to this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of SBCCD, its officers, employees, agents or independent CONTRACTORS who are directly employed by SBCCD;
- d. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Sections 9.a or 9.b above, that may be brought or instituted against SBCCD, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against SBCCD, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- e. The PARTIES understand and agree that Section 7 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code section 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Attachment shall be void and unenforceable between the PARTIES.

- f. Any attempt to limit the CONTRACTOR'S liability to SBCCD in an Attachment shall be void and unenforceable between the PARTIES.

8. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless SBCCD and its Governing Board, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (a) the negligent acts, errors, or omissions of CONTRACTOR or CONTRACTOR's subcontractor, agents or employees; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of CONTRACTOR or its employees, agents, or subcontractors; (c) the use of any copyrighted materials or patented inventions; or (d) CONTRACTOR breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

9. REPORTS AND/OR OTHER DOCUMENTS

Any reports, studies, plans and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or CONTRACTOR'S CONTRACTORS in accordance with this AGREEMENT, shall be and remain the property of SBCCD (hereinafter "PROPERTY"). SBCCD may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR'S receipt of SBCCD'S written request, CONTRACTOR shall return the requested PROPERTY to SBCCD within five (5) calendar days. Failure to comply with the requirements in this Section shall be deemed a material breach of this AGREEMENT by the CONTRACTOR.

9. AMENDMENTS

This AGREEMENT may be amended or modified only by written agreement signed by both PARTIES. Failure on the part of either PARTY to enforce any provision of this AGREEMENT shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this AGREEMENT.

10. ATTORNEY'S FEES

If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. ENTIRE AGREEMENT

The PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire

AGREEMENT between SBCCD and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by the PARTIES.

12. INDEPENDENT CONTRACTOR

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees or agents of SBCCD, and are not entitled to benefits of any kind or nature normally provided employees of SBCCD and/or to which SBCCD'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR'S employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR'S employees.

13. LAW TO GOVERN: VENUE

The law of the State of California shall govern this AGREEMENT. In the event of litigation between the PARTIES, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

14. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO SBCCD

ATTN: Business Services
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408

IF TO CONTRACTOR

Abdalla Robbin
Amtech Elevator Services
1550 South Sunkist St. Suite A
Anaheim CA 92806

15. VALIDITY

If any terms, condition, provision, or covenant of this AGREEMENT shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this AGREEMENT shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

16. ATTACHMENTS INCORPORATED


Attachments attached hereto are incorporated into this AGREEMENT by reference, including:

Payment Schedule Appendix A
Supplemental Terms and Conditions Appendix B
Specifications Appendix C
Bid Form
Addendum #1
Instructions to Bidders
Prequalification Submittal
Non-Collusion Declaration
Certification of Site Conditions and Conveyance System Inspection
Certificates of Insurance and Endorsements
Performance Bond

17. ASSIGNMENT

This AGREEMENT is neither assignable nor transferable by either PARTY or by operation of law without the consent in writing of the other PARTY. Consent by either PARTY to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the PARTIES hereto, through their duly authorized representatives, have executed this AGREEMENT.



SBCCD SIGNATURE

Date 6/25/13

Steven J. Sutorus, Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4000



CONTRACTOR SIGNATURE

Date 5/31/13

Daniel Buttrely - ANTECH ELEVATOR SERVICES
Name: Print or Type

1550 J. JUNKWIT STREET, SUITE "A"
Mailing Address

AMATELON CA 92806
City, State and Zip Code

(714) 939-6516
Telephone Number

061417004
Social Security No. or Tax Payer ID No.

*THE UNDERSIGNED HAS BEEN GRANTED
SPECIFIC AUTHORITY ONLY TO SIGN
THIS CONTRACT SUBJECT TO THE
ACKNOWLEDGEMENT LETTER DATED
5-31-13 ATTACHED HERETO AND
MADE PART HEREOF



ACKNOWLEDGMENT

Thank you for your order

Please refer to our contract number in all correspondence. Address all inquiries to:
1550 S. Sunkist Street, Suite A
Anaheim, CA 92806

Attn: Abdalla Robbin

Contract Number:

Your Order Number:

Date Acknowledged:
5/31/2013

Sold To:
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

Job Location:
Crafton Hills College
11711 Sand Canyon Rd.
Yucaipa, CA 92399

Thank you for allowing us the opportunity to do business with your company. Enclosed is/are 2 signed copy(ies) of our Agreement with you dated 7/1/2013. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. The terms included herein will be deemed accepted by you upon our commencement of the Work.

We will accept the terms of the contract between the Owner and General Contractor, only to the extent that those terms do not add to, conflict with or otherwise change the provisions of the specifications, plans, our subcontract agreement, and our scope of work.

INDEMNITY

Amtech agrees to indemnify the Customer, its directors, officers, and employees from and against all loss, liability, obligation, damage, penalty, cost, charge or expense (including reasonable attorneys' fees) which any of them may suffer, incur, or pay out by reason of, and to the extent of, any negligent, reckless or intentionally malicious act, error or omission of Amtech, our employees, agents, subcontractor's and/or materialmen occurring during performance of the work in connection with the project.

The Customer agrees to indemnify the Amtech, its directors, officers, and employees from and against all loss, liability, obligation, damage, penalty, cost, charge or expense (including reasonable attorneys' fees) which any of them may suffer, incur, or pay out by reason of, and to the extent of, any negligent, reckless or intentionally malicious act, error or omission of the Customer, their employees, agents, subcontractor's and/or materialmen in connection with the project.

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind.

PAYMENT SCHEDULE

Quarter	San Bernardino Valley College	Crafton Hills College
07/01/2013 – 09/30/2013	\$ 5,631.00	\$ 3,599.00
10/01/2013 – 12/31/2013	\$ 5,631.00	\$ 3,599.00
01/01/2014 – 03/30/2014	\$ 5,631.00	\$ 3,599.00
04/01/2014 – 06/30/2014	\$ 5,631.00	\$ 3,599.00
07/01/2014 – 09/30/2014	\$ 5,631.00	\$ 3,599.00
10/01/2014 – 12/31/2014	\$ 5,631.00	\$ 3,599.00
01/01/2015 – 03/30/2015	\$ 5,631.00	\$ 3,599.00
04/01/2015 – 06/30/2015	\$ 5,631.00	\$ 3,599.00
TOTAL	\$45,048.00	\$28,792.00

END OF SECTION

SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental information modifies changes, deletes from or adds to the General Conditions of the Contract and supply in greater detail other clarifications and requirements of the contract documents for Construction. Where any article/paragraph of the General Conditions or other requirements is modified or any article, paragraph, subparagraph, or clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

License

CONTRACTOR shall maintain current licenses with all regulatory agencies to perform elevator maintenance and repair work in the state of California and County of San Bernardino. A lapse of current license is grounds for termination.

Price Adjustment Lock

There will be no price adjustment for labor or commodity increases or fluctuations during the term of this contract.

Credits/Liquidated Damages

Any shutdown of any elevator, for a reason that is not excluded by this contract, that exceeds five (5) calendar days shall entitle SBCCD to \$200 credit (Liquidated Damage) for each day thereafter until the respective elevator is back in service. SBCCD shall adjust the appropriate invoice for this credit. For documentation, Contractor shall provide written notification to SBCCD when the elevator is returned to service.

Obsolescence

CONTRACTOR will not be responsible for obsolete parts. "Obsolete" is defined as components or parts that are no longer commercially available by OEM or third party manufacturer.

Handicap Accessibility

CONTRACTOR hereby warrants that any hardware or software products or services to be provided under this CONTRACT comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. CONTRACTOR agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. CONTRACTOR further agrees to indemnify and hold harmless SBCCD using the CONTRACTOR's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this CONTRACT.

Licenses and Permits

CONTRACTOR and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of materials, or services herein listed. All operations and materials shall be in accordance with the law.

Anti-Discrimination

CONTRACTOR agrees to adhere to all applicable laws that prohibit discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

Prevailing Wage

CONTRACTOR agrees to adhere to all applicable laws regarding prevailing wage as established by the Department of Industrial Relations of the State of California for any and all services rendered under this CONTRACT.

END OF SECTION

SPECIFICATIONS

This section will provide scope of work, performance service requirements, special requirements, in addition to specifications regarding the products, equipment, goods and/or materials that shall be included in the contract.

C.1 GENERAL REQUIREMENTS

CONTRACTOR shall perform all testing to the entire equipment inventory listed herein as required by the State of California and any agencies having jurisdiction, and as required by ASME A17.1 Code or other applicable regulation established at the date of this bid opening.

The CONTRACTOR is required to maintain all equipment included in the equipment inventory, excepting equipment designated for testing services only (indicated below), in good and safe operating condition. All crews dispatched to locations under this contract must contain, at minimum, one journeyman mechanic who possesses a current CCCM license with the State of California, and who is qualified and experienced with the elevators and control systems to be serviced.

The CONTRACTOR must maintain an adequate inventory of replacement parts and materials at an office location within 50 miles of the colleges. CONTRACTOR must possess and maintain current licenses with all regulatory agencies to perform this service in the State of California.

The CONTRACTOR will provide maintenance procedures for each unit at a minimum frequency of quarterly. The CONTRACTOR shall provide fire testing and elevator inspections at a frequency of monthly. CONTRACTOR shall provide all repairs, testing, and any other work required by applicable laws, etc. The cost for parts, labor, and all other items will be included in the monthly maintenance and repair fee.

The CONTRACTOR shall provide emergency and routine call back repair service under the provisions of this contract.

C.2 SCOPE OF WORK**Maintenance and Repair**

Complete Maintenance: Regularly and systematically examine, clean, lubricate, adjust the elevator equipment and provide call back repair service per the requirements of this Contract, and as conditions warrant, repair or replace all portions of the elevator equipment included under this Contract per the manufacturer's standards. In performing the indicated work, provide parts used by the manufacturers of the equipment for replacement or repair, and use lubricants obtained from or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by SBCCD.

Exclusions

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the CONTRACTOR, its employees, subcontractors, servants or agents, or other causes beyond the CONTRACTOR's control except ordinary wear.
- B. Repair or replacement of building items, such as hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors and communication equipment not installed by an elevator CONTRACTOR, cleaning of car interiors and exposed portions of sills.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for normal car and machine room illumination.
- E. Underground hydraulic piping and cylinders.

Elevators designated for testing services only

The CONTRACTOR shall provide testing only, as required by the State of California and any agencies having jurisdiction, and as required by ASME A17.1 Code or other applicable regulation established at the date of this bid opening, to the four (4) specific elevators at Crafton Hills College with the following conveyance numbers: 157376, 157377, 157378, and 157079. Complete maintenance and repair is not required on these elevators.

Equipment Inventory

The following table represents the total inventory of vertical conveyance systems at Crafton Hills College and San Bernardino Valley College.

Crafton Hills College Elevator Equipment				
Elevator Conveyance #	Location	Manufacturer & Year	Stops	Type
054224	LADM	KONE	2	Hydro
054226	SSA	KONE 01	3	Hydro
064020	PAC West	OT & WLM 82	3	Hydro
064021	PAC East	OT & WLM 82	3	Hydro
066930	CHS	KONE 06	3	Hydro
103149	Gym	DOVER 91	2	Hydro
128660	SSB	OTIS 00	2	Hydro
157376	LRC 1 (Main Corridor)	KONE EcoSpace 09	2	Traction
157377	LRC 2 (Library)	KONE EcoSpace 09	3	Traction
157378	LRC 3 (East Tower)	KONE EcoSpace 11	2	Traction
157079	Aquatics Center	KONE EcoSpace 09	2	Traction
San Bernardino Valley College Elevators				
Elevator Conveyance #	Location	Manufacturer & Year	Stops	Type
138924	AD/SS	KONE	2	Hydro
139544	BB	KONE	2	Hydro
139769	CC	KONE	2	Hydro
138683	HLS	KONE	2	Hydro
131838	LIB	KONE	2	Hydro
051302	LA	MCE	2	Hydro
157084	NH	THYSSEN	3	Hydro
157085	NH	THYSSEN	3	Hydro
157347	NH		2	Wheelchair Lift
157488	PS	OTIS GEN II	3	Traction
157489	PS	OTIS GEN II	3	Traction

Annual Inspection Report

CONTRACTOR must conduct an annual safety inspection of all equipment covered under this agreement. Cost for this inspection must be included in the annual maintenance and repair fee quoted.

After each annual inspection, the CONTRACTOR will provide a written Elevator Inspection Report for each unit. The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance. The Elevator Inspection Report must be provided to the respective college representative within 10 working days of the inspection. Failure to adhere to these requirements may result in termination of the agreement.

State Inspection

If attendance is required at any inspections required by the State of California, the CONTRACTOR technician must be present at these inspections. All costs for these services must be included in the annual maintenance and repair fee. The CONTRACTOR must maintain a history of inspections performed by the State for all equipment on this contract.

CONTRACTOR will make all repairs indicated in State inspection reports within thirty days of notice by SBCCD, unless said repairs are excluded in this agreement. These repairs will be performed at no additional charge to SBCCD.

Each State inspection fee will be at SBCCD'S expense. Fees for re-inspection due to failure to eliminate deficiencies covered by this Contract will be at the CONTRACTOR's expense.

Preliminary Orders

When preliminary orders to correct elevator deficiencies are issued by the State of California, Department of Industrial Relations, Division of Occupational Safety and Health, Elevator, Ride, and Tramway Unit (DIR), CONTRACTOR shall promptly initiate corrective action to address the noted deficiencies. All deficiencies shall be corrected prior to the compliance date noted in the preliminary order.

Upon completion of all required corrective actions noted in a DIR preliminary order, CONTRACTOR shall send notification of said completion to both the DIR and SBCCD.

Maintenance Schedule and Work Log

The CONTRACTOR shall post a preventive maintenance schedule and a work log in each machine room. The log shall include all entries for routine maintenance and repairs, including supervisor's surveys. Entries shall include the date work is performed, mechanic's and supervisor's name, a brief description of work completed and the approximate time required for the work period. The CONTRACTOR is responsible for the maintenance of the log and maintenance schedule in each machine room, as appropriate, for inspection by SBCCD at any time. Maintain the log and maintenance schedule in each machine room, as appropriate, for inspection by SBCCD at any time. SBCCD may copy the log and maintenance schedule at any time

Notification to SBCCD and Service Records

The CONTRACTOR must first check in with the college representative when coming on-site to work, and check out upon leaving the campus.

The CONTRACTOR must keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works on equipment. The schedules will be maintained throughout the year and used as a guide and checklist.

When work is done on a unit, the CONTRACTOR will provide SBCCD with an itemized report of all work performed within 7 calendar days of the work performed. Each report must contain an itemized list of work performed and recommendations. This report may be submitted electronically.

Any condition found affecting the immediate safety of the passengers or elevator equipment must be immediately reported to the college representative. No equipment will be shut down, rendered inoperable, etc. without the notification to the college representative.

The CONTRACTOR must maintain an as-built record of all system modifications. This record will be delivered to SBCCD at the end of the agreement. Final payment will be withheld until these records are received and verified by SBCCD. All records must be provided upon request of SBCCD.

C.3 PERFORMANCE REQUIREMENTS

Satisfactory Employees to SBCCD

CONTRACTOR shall perform all work by and under the supervision of skilled, experienced, elevator service and repair personnel directly employed and supervised by CONTRACTOR. Any and all employees performing work under this Contract shall be first deemed satisfactory to SBCCD, and must remain satisfactory and in good standing. If any employee is determined not satisfactory by SBCCD, the CONTRACTOR will remove and replace this person with another qualified mechanic determined to be satisfactory by SBCCD.

All crews dispatched to locations under this contract must contain, at minimum, one journeyman mechanic who possesses a current CCCM license with the State of California, and who is qualified and experienced with the elevators and control systems to be serviced.

Routine Repair Response

The CONTRACTOR is responsible for making all repairs necessary due to normal wear and tear. The cost for these repairs is to be included in the annual maintenance and repair fee.

All repairs are to be done during normal business hours. All repairs will be done according to a schedule that is mutually agreeable to SBCCD and the CONTRACTOR.

Normal response time to trouble calls during regular working days and hours shall be a maximum of 2 hours. Response time to trouble calls during overtime working hours shall be a maximum of 3 hours.

Emergency Response

Emergencies are defined as entrapment. A technician must be at the campus site within one hour of contact from SBCCD campus where emergency service is required. When a passenger is trapped in an elevator, a quicker response time is preferred. This service is required 24 hours a day, seven days a week, weekends and holidays included. The emergency telephone in each elevator will be answered by SBCCD. The answering service will verify the nature of the emergency and call the CONTRACTOR if appropriate.

Response Time

CONTRACTOR shall respond to all calls made by SBCCD within the times noted above or SBCCD may exercise the right to call another elevator repair company to respond. The expense of this service and work provided by the 3rd party elevator company shall then be charged to and paid by the CONTRACTOR. Continued failure to respond to calls or failure to provide competent responsive service may cause termination of the Contract.

Equipment Performance

Maintain at all times the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

Elevators starting, acceleration, stopping and leveling will be smooth and free from jars or bumps. Full speed riding will be without swaying or vibration. CONTRACTOR to 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.

C.4 SPECIAL REQUIREMENTS**Invoicing**

CONTRACTOR shall invoice SBCCD in triplicate, for advance payments on a quarterly basis. Separate invoicing shall be submitted for each campus, and shall be submitted to SBCCD Fiscal Services, Accounts Payable.

Normal Working Days and Hours

Normal work days are Monday through Friday except national holidays.

Normal work hours are 8:00 am to 4:30 pm.

Overtime

Unless specifically requested by SBCCD, all work is to be performed on normal workdays and during normal working hours as indicated in this contract. If callback services or repairs are required outside normal working hours by SBCCD, the CONTRACTOR shall absorb the regular time portion of each overtime hour worked. SBCCD shall be charged only for the difference between the regular time hourly billing rate, and the overtime billing rate, for each overtime hour worked.

Labor Tickets

SBCCD reserves the right to request and receive copies of all work tickets relative to routine maintenance hours, repair hours, callback hours and any and all labor performed on work over and beyond the coverage of these Specifications.

Parts and Supplies

The CONTRACTOR must maintain a parts and supply inventory sufficient for quick repair of routine items. All parts will be original manufacturer or equal.

Maintain a supply of contacts, coils, leads, generator brushes, proper lubricants, wiping materials and other minor parts in each elevator machine room necessary for the performance of routine maintenance and restoration of service following a minor shutdown.

Maintain or have an immediate access to a supply of major spare lending parts (non-proprietary) available (i.e., motors, generators, armatures, etc.) for temporary use in an emergency. Major lending parts shall be at a location from which the CONTRACTOR can secure them as quickly as possible but not to exceed overnight shipping. SBCCD may request, prior to approval and during the terms of this Contract, a spot check on the inventory. The extent of the check will be at the discretion of SBCCD.

SBCCD Inspections

SBCCD reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected at CONTRACTOR's sole expense.

If CONTRACTOR fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, SBCCD may, after 30 days' written notice to CONTRACTOR, perform or cause to be performed all or any part of the work required. CONTRACTOR agrees that it will reimburse SBCCD for any expense incurred, and SBCCD, at its election, may deduct the amount from any sum owing or to become owing to CONTRACTOR. The waiver by SBCCD of a breach of any provision of this Contract by the CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by CONTRACTOR.

CONTRACTOR shall comply with all laws, codes, rules and regulations set forth by all authorities having jurisdiction in the location where the work is performed.

END OF SECTION