

**Elevator Maintenance and Repair Services
City Project No. OM-23-087**

SCOPE OF WORK

DESCRIPTION

The City of Stockton has ten (10) elevators and two (2) wheelchair lifts requiring “full-service” maintenance and repair in six (6) City-owned locations. Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators and lifts in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest California Code of Regulations, Title 8, Elevator Safety Orders.

MONTHLY PRICE

The monthly price bid for each item listed in Exhibit B, Cost Proposal Sheet, shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit.

CONTRACT PERIOD

Any resultant Contract shall be effective from date of award or July 1, 2023, through June 30, 2028, for a period of five (5) years.

PRICE ADJUSTMENT

The Contractor may request price adjustments for consideration by the City at the end of each calendar year. Price adjustment requests must be submitted in writing with thorough justification and, if approved by the City, will become effective at the beginning of the next fiscal year.

CONTRACT REPRESENTATIVE

During the performance of the contract, the City will be represented by a Project Manager, who can be reached via phone at (209) 937-8954, or their designee.

CONTINUED USE OF FACILITIES

The buildings involved in this project will continue to be occupied during the term of the contract. Contractor work shall be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

Work accomplished on weekends or legal holidays, if required by Contractor and authorized by the Project Manager, shall be performed at no additional expense to the City.

CONTRACT PERFORMANCE INSPECTIONS

The City may retain the services of an independent consultant to inspect the work covered under this Contract. The City will issue to the Contractor a list of any discrepancies reported by the consultant and the Contractor shall fix the discrepancies within three (3) calendar days from the date of issue unless other completion dates are agreed upon by the City.

Notwithstanding any provision in this contract, the City will have no obligation to give more than two (2) notices of unsatisfactory performance in any calendar year. In the event two (2) such notices of unsatisfactory performance are given in any calendar year the City may terminate this contract immediately.

CONTRACTOR RESPONSIBILITIES

The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative/s to discuss any problem areas.

The Contractor shall employ only workers who are competent and skilled for work under this contract. The City shall, throughout the term of the contract have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

Contractor shall provide contact information for both the Project Manager and alternate. The Project Manager shall have a phone permitting timely contact by the City. The Project Manager must respond to a call within 30 minutes.

Should the Contractor choose to work on a closed Friday, Saturday, Sunday, or on a holiday recognized by the City, as provided in Exhibit C, and that work requires inspection or supervision by the City, the contractor shall reimburse the City of Stockton the actual cost of engineering, inspection, superintendence, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother,

sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Wherever work is being performed, Contractor shall have a designated person at the work site that has the authority to respond to the Contract Administrator and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision to assure that tasks are performed to the standards set in these special provisions. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees. Personal supervision is not required, provided that equipment or other means are provided to enable the work crews to communicate with the Contractor at all times.

Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

Quality Assurance / Quality Control Program: Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. Proposer shall submit details of their Quality Assurance Program as part of their proposal.

Inventory of Materials: Contractor shall provide a locally available supply of spare parts adequate for the performance of this contract within a reasonable time. If the lack of available parts causes extended elevator down time (24 hours or more) and parts are available from other local sources, Contractor will purchase the necessary parts locally at no additional cost to the City. If parts are not available locally, then contractor shall obtain outside of the City, and have the parts shipped, overnight if necessary, to repair the down elevator.

Contractor shall provide all supplies necessary to accomplish the required repairs and services. Materials and supplies shall conform to contract requirements and industry standards for the type of work being performed.

STANDARDS OF PERFORMANCE

Contractor is expected to provide the highest level of quality compatible with practices and modern techniques accepted by the industry. The Public Works Director or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.

- A. Contractor and Contractor's personnel shall present a neat appearance. Contractor and Contractor's employee(s) shall wear a uniform which clearly identifies the Contractor's company and the employee.
- B. Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in this Scope of Work.

- C. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries from any citizens encountered during the course of work and be able to communicate with the Public Works Director, Project Manager or other representative about work details and/or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization.
- D. All work shall be performed with the utmost concern for safety of City staff, the workers, and the public. Contractor is expected to be familiar with all areas and locations of the work. If Contractor is unfamiliar with areas and locations of work, Contractor shall inquire about and visit sites before commencing work on this contract.
- E. On each visit to a building, prior to commencing work, Contractor or its employees shall notify the Project Manager or their designee of their presence and intent to work.
- F. At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the City.

WORKMANSHIP

Contractor is expected to respect all parties they encounter. Contractor shall perform work to the satisfaction of the Public Works Director or designee/s. The Contractor shall cooperate with the Public Works Director or designee/s to facilitate determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Public Works Director or designee/s. Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

DAMAGE TO IMPROVEMENTS AND PROTECTION OF PROPERTY

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations so that steps can be taken to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

SAFETY

Contractor shall be solely responsible for the safety and welfare of all Contractor's personnel performing work under this contract. Contractor is solely responsible for advising and educating all potentially affected personnel about the health hazards associated with this work prior to personnel commencing work under this contract. Contractor shall have an injury and illness prevention program (IIPP) in accordance with applicable Local, State, and Federal Laws and shall provide a copy of the program to the City.

All work shall be performed with the utmost concern for safety of city staff, the workers, and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas where work is being performed.

LANE CLOSURES AND TRAFFIC CONTROL

Any contemplated lane closures must have prior approval by the City. The Contractor shall provide the City Representative a work schedule and schedule of any contemplated lane closures. All traffic control shall conform to the Work Area Traffic Control handbook, a.k.a. the WATCH Manual.

WORK AND MATERIALS FURNISHED

Contractor work to be performed shall consist of furnishing all materials, labor, tools and equipment required to provide 100% maintenance and repair services for the elevators and lifts described in Exhibit B, Cost Proposal Sheet, all in complete compliance herein. Any work not specifically mentioned, but which is needed to make the work complete within the intent of the scope, shall be performed without additional cost.

- A. Furnish consumable supplies such as rags, cleaning materials, solvents, preservatives, oil, grease and other lubricants necessary to clean and lubricate the equipment as required.
- B. When required or necessary, adjust, repair, or replace machine, motor, generator and controller parts including: generator, worm gears, thrusts, bearings, brake magnet coils, brake shoes, brushes, windings, communicators, armature coils, contacts, resistance unit, magnet frames, sheaves, shafts, bearings, plungers, pumping plants, tanks, piping, operating valves and all other mechanical parts in accordance with original equipment manufacturer's specifications.
- C. Supply, repair, clean and replace all parts as required by wear and tear.
- D. Lubricate guide rails and, when necessary, repair or renew car guide shoes, counter-weight guide shoes and gibs; adjust or replace belts and, when necessary, equalize the tension on all hoisting ropes; renew, when necessary, all wire rope cables, and repair or replace conductor trail cables; replace fuses and indicator bulbs in operating panels, stations and indicators; renew, when necessary, wiring for shaftway door interlocks, and for push button and car operating stations; and repair or replace renewal parts of the automatic car door operator and their accessory equipment. Replace broken/burned out light bulbs inside the elevator cars. Extra bulbs can be stored at the site.
- E. Keep equipment pits and machinery spaces clean, including pits exposed to outside elements. Elevator pit sump pumps will be repaired by the City should regular cleaning and maintenance be done properly by the contractor; however, Contractor shall notify the Project

Manager in writing of any malfunction.

- F. Test emergency lighting, fireman service and other emergency operating devices and seismic operation on a monthly basis. Check intercoms/telephones during each service visit.
- G. Test all safety devices, governors, buffers, etc., per ANSI and National Elevator Safety Code, State, or manufacturers specification requirements and periodicities. Contractor shall promptly correct any defects that may be found during the testing and examining of the safety devices and shall send a notice to the Project Manager advising of the tests and corrections. Testing shall be performed in the presence of the duly authorized City Representative and written reports of the test results shall be provided.
- H. The following tests shall be performed within the required periodicity for each unit, in accordance with each unit's testing and maintenance records, and in the presence of the duly authorized City Representative. A written report of the test results shall be provided to the Project Manager. No load tests shall be performed on electric elevators.
 - a. Buffer tests on oil buffers
 - b. By-pass settings and drift check on hydro elevators
 - c. Any testing required for California State Permitting
- I. Keep exterior of the machinery and any other parts of the equipment that are subject to rust, properly painted and presentable at all times. Motor windings and controller coils are to be periodically treated with proper insulating compound in accordance with manufacturer's specifications.
- J. Each elevator and its supporting machinery shall be maintained in accordance with the manufacturer's specifications and periodicities.

REQUIRED RESPONSE AND REPAIR TIMES

- A. Except for emergency call-back service and minor repairs and/or adjustments hereinafter provided for, all preventative maintenance work shall be performed during working hours. Regular working hours are from 7:00 a.m. until 5:00 p.m. Contractor shall reference the City's work schedule, as provided in Exhibit C, when scheduling work or inspections.
- B. No equipment requiring repair shall be allowed to remain out of service due to lack of diligent effort by the Contractor. Any parts or equipment locally available will be purchased locally if necessary to expedite the job. Repairs shall begin and be carried to completion, as soon as possible, unless other arrangements are approved by the City's Representative.
- C. Equipment shutdowns for regular maintenance or extra examinations must be scheduled at least three (3) days in advance with the designated City Representative so as not to interfere with building operations during normal usage times.
- D. Contractor shall diligently execute work to minimize the time the property is open to the street/sidewalk/public access spaces. Contractor shall start work so it is completed before a weekend. Contractor shall not leave the property open to the street/sidewalk/public access spaces over a weekend.

- E. All maintenance work using equipment powered by an internal combustion engine, including, but not limited to, chain saws, blowers, chippers, and any other heavy equipment, is expected to be performed between the hours of 8:00 a.m. and 5:00 p.m.

EMERGENCY WORK – TROUBLE AND ENTRAPMENT CALLS

- A. When an elevator is reported stuck and passengers are entrapped between normal business hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, except if the day lands on a City Holiday, the Contractor's service technician is required to arrive to the reported site within thirty (30) minutes of the initial notification. For all other times, Contractor must be able to respond to emergencies by having a service person onsite within sixty (60) minutes for a stuck and occupied elevator.
- B. In the event an elevator is reported shut down without trapped passengers, Contractor's service person shall arrive to the site within two (2) hours notification.
- C. All work of a call-back nature or trouble and entrapment calls shall be treated as an emergency and work commenced shall be carried through to complete without delay. Provide 24-hour emergency call-back service for all equipment hereunder at no additional cost to the City. Emergency call-back service shall consist of prompt response to requests from authorized representatives for emergency service on any day of the week, at any hour of the day or night. An emergency call-back is defined as any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation. Failure to furnish emergency call-back service within the allotted time of notification of need could result in a deduction of 5% on billing and continued failure may result in Contract termination. Cost for emergency service described herein shall be included in the monthly rate of the contract.
- D. Contractor shall at all times, 24-hours per day, 7 days a week have a back-up mechanic on stand-by to respond to emergency call-backs or necessary after-hours repairs, in the minimum time frames as specified.

EQUIPMENT PERFORMANCE

- A. Operational performance standards for elevators maintained under this Contract are to be brought up to and maintained at manufacturer's standards or current Elevator Safety Orders of the California Code of Regulations, whichever is more stringent. These performance standards shall be maintained at all times during the Contract.
- B. Periodic checks of the condition and performance of equipment will be made by the duly authorized City Representative.
- C. Contractor shall also make adjustments in door waiting times, security access adjustments, etc., to suit building requirements when so requested by the Project Manager or their designee.
- D. Repairs or renewals necessitated by ordinary wear and tear only shall apply to this Contract, and the Contractor shall not be required to make adjustments, repairs, or renewals necessitated by reason of negligence on the part of others or by the misuse of the equipment. For any such repairs, adjustments or renewals that are outside the scope of this Contract, the Contractor will furnish a detailed justification and proof of negligence, and cost estimate for

the services and materials necessary to correct the deficiency. If the repair proposal and justification is acceptable by the City, a separate purchase order will be issued. City reserves the right to obtain additional quotes.

- E. The repair, refinishing or replacement of the following are not included in this Agreement; car and hoistway enclosures; car and hoistway door panel frames and sills; power switches or fuses for same; power wiring to the controller; hydraulic elevator cylinders and underground piping.
- F. The time and expense for emergency callback service shall be a part of this Contract. If the adjustment, repair, renewal etc. is determined to be outside the scope of this Contract, an extra charge will be allowed for the expenses required to make adjustments, repairs or renewals if the foregoing procedures are followed.

SCHEDULES AND RECORDS REQUIRED

- A. Contractor shall prepare and submit to the Project Manager a schedule giving the projected dates for all inspections, lubrication, adjustments, tests, cleaning, repairing and other maintenance activities for each unit to be maintained.
- B. These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, and dumbwaiters, and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Contract. The Project Manager will evaluate and approve proposed work schedules. These records shall be the property of the City.
- C. After approval of schedules by the Project Manager, Contractor shall keep these work schedules on display in each equipment room and perform regular maintenance service in accordance therewith. Schedules posted shall be of the chart type that shall be initialed by the service worker when each scheduled inspection is performed.
- D. Contractor shall maintain an accurate record of routine and repair work for all work completed for the City through the City's computerized maintenance management system. Contractor shall accurately log work time, material, and labor for all completed work within two (2) business days. Training, set-up, and technical support will be provided by the City on the Contractor's provided computer system(s).
- E. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine inspection at each location. These logs shall include emergency callback service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. These logs shall be the property of the City. In order to avoid repetitive service calls for the same service issues at the same site, after two (2) callbacks for the same service problem within a six (6) month period, all costs associated with the callbacks and repairs shall be the responsibility of the contractor and at no cost to the City.
- F. All forms required for the above schedules, work sheets, callback records, and performance reports must be approved by the Project Manager in writing.

WIRING AND CONSTRUCTION PRINTS

- A. All wiring and construction prints or diagrams of elevator and dumbwaiter systems in City buildings covered under this Contract are the property of the City and, upon expiration or termination of this Contract shall be returned to the Project Manager. All changes in circuitry made by the Contractor shall be properly recorded on the diagram, including date of change and name of person making change.
- B. All changes to diagrams and new diagrams furnished shall be maintained with existing records kept in the elevator machine room.
- C. Existing straight line or schematic diagrams maintained in elevator machine room are to be kept in good condition and repair, so as to allow use of same. If deterioration or damage is done to the above diagrams, the Contractor shall supply a new set conforming with above and mount in the elevator machine room.

SHUTDOWN PROCEDURE

- A. Any elevator that is shut down for any reason shall be immediately reported to the Project Manager or designee at 209-937-8954 with full disclosure of problem and procedures being taken to reactivate the equipment along with projected startup time. Should the unplanned or pre-approved shutdown be an extended period of time, the City reserves the right to “prorate” the maintenance charge for the period of shutdown.
- B. When the elevator is shut down, Contractor shall place an “Out of Order” sign at all entrances to the elevator.

**Elevator Maintenance and Repair Services
City Project No. OM-23-087**

LIST OF EQUIPMENT BY LOCATION

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| <p align="center">Police Department Main 22 E. Market Street</p> | <p>Hydroelectric Passenger Elevator #050202</p> |
| <p align="center">Cesar Chavez Central Library 605 N. El Dorado Street</p> | <p>Hydroelectric Passenger Elevator #039838</p> <p>Hydroelectric Passenger Elevator #039839</p> <p>Basement Traction Dumbwaiter Elevator #039840</p> |
| <p align="center">City Hall 425 N. El Dorado Street</p> | <p>Overhead Traction Passenger Elevator #010668</p> <p>Overhead Traction Passenger Elevator #010669</p> <p>Overhead Traction Passenger Elevator #010670</p> |
| <p align="center">Steward Eberhardt Building 22 E. Weber Ave.</p> | <p>Hydro Passenger Elevator #120197</p> <p>Hydro Passenger Elevator #120355</p> <p>Hydro Passenger Elevator #136717</p> |
| <p align="center">Permit Center 345 N. El Dorado Street</p> | <p>Vertical Platform Lift</p> |
| <p align="center">Podesto Teen Center 725 N. El Dorado St.</p> | <p>Wheelchair Lift Elevator #140075</p> |