



**City of Sacramento
City Council**

7

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 11/29/2011

Report Type: Consent

Title: Contract: City Hall Parking Garage Elevator Renewal Project (V15410000)

Report ID: 2011-00926

Location: 1000 I Street, District 1

Recommendation: Adopt a Resolution: 1) approving the construction plans and specifications and awarding the construction contract to ThyssenKrupp Elevator Corp., the lowest responsive and responsible bidder, in an amount not to exceed \$634,680 for the project; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above.

Contact: Yadi Kavakebi, Facilities Superintendent, (916) 808-8432, General Services Department

Presenter: None

Department: General Services Dept

Division: Facility & Real Property Management

Dept ID: 13001511

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A Contract

City Attorney Review

Approved as to Form

Kourtney Burdick

11/22/21011 2:22:25 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz 11/17/2011 10:44: 37AM



Description/Analysis

Issue: Based on their extensive use, the age of the facility, the frequency of repairs and required Americans with Disabilities Act (ADA) upgrades, the existing elevators in the City Hall Garage have reached the end of their useful life and are in need of extensive repair and renovation. Renewal of the elevators will meet the current ADA requirements, the 2010 California Fire Code, and the California Elevator Safety Construction Code 2010 (California Code of Regulations, Title 8). The formal bid process was completed on October 14, 2011, and ThyssenKrupp Elevator Corp. was selected as the lowest responsive and responsible bidder to handle the project.

Policy Considerations: The recommendations in this report are consistent with the provisions of City Code Chapter 3.60, and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Environmental Considerations:

California Environmental Quality Act (CEQA): Repair and Renovation of the elevators at City Hall Garage has been determined to be exempt from the provisions of CEQA under Section 15301(d) of the CEQA Guidelines. Projects exempted under Section 15301(d) consist of the restoration or rehabilitation of deteriorated or damaged structures or facilities to meet current standards of public health and safety.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Based on their extensive use, the age of the facility, the frequency of repairs and required Americans with Disabilities Act (ADA) upgrades, the existing elevators in the City Hall Garage have reached the end of their useful life and are in need of extensive repair and renovation.

On September 20, 2011, the Department of General Services issued Invitation for Bid (IFB) No. B1213001541004 for a construction contract for the City Hall Garage Elevator Renewal Project. Three bids were received. ThyssenKrupp Elevator Corp. was selected as the lowest responsive and responsible bidder. Staff’s estimated construction cost was \$690,000. Work is anticipated to begin on site during November 2011, with completion in October 2012.

The results of IFB No. B1213001541004 are listed in the table below.

Company Name	Bid Amount	ESBE %
ThyssenKrupp	\$634,680.00	0%
Elevator Technology	\$675,654.00	100%
Ascent Elevator Services	\$680,500.00	100%

Financial Considerations: Sufficient funding is available in the Elevator Renovation/Modernization project budget (V15410000, Parking Fund, Fund 6004) to execute a construction contract with ThyssenKrupp Elevator Corp. in an amount not to exceed \$634,680.

Emerging Small Business Development (ESBD): ThyssenKrupp Elevator Corp. is not certified as an emerging/small business enterprise.



RESOLUTION NO. 2011-XXXX

Adopted by the Sacramento City Council

November 29, 2011

AWARD CONSTRUCTION CONTRACT FOR THE CITY HALL GARAGE ELEVATOR RENEWAL PROJECT (V15410000)

BACKGROUND

- A. Based on their extensive use, the age of the facility, the frequency of repairs and required Americans with Disabilities Act (ADA) upgrades, the existing elevators in the City Hall Garage have reached the end of their useful life and are in need of extensive repair and renovation.
- B. On September 20, 2011, the Department of General Services issued Invitation for Bid (IFB) No. B1213001541004 for a construction contract for the City Hall Garage Elevator Renewal Project. Three bids were received. ThyssenKrupp Elevator Corp. was selected as the lowest responsive and responsible bidder.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The construction plans and specifications for the City Hall Garage Elevator Renewal Project are approved and the construction contract is awarded to ThyssenKrupp Elevator Corp., the lowest responsive and responsible bidder, in an amount not to exceed \$634,680.
- Section 2. The City Manager or the City Manager's designee is authorized to execute the construction contract specified above (and attached as Exhibit A).
- Section 3. Exhibit A is a part of this resolution.



City of Sacramento



Tax ID # if applicable: 11/29/11

Requires Council Approval: No YES Meeting: [Redacted]

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Non Professional Services Select PO Type	PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$634,680.00		Original Doc Number:
Other Party: ThyssenKrupp Elevator Corp.		Certified Copies of Document::
Project Name: City Hall Garage Elevator Renewal		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 1984273	Bid Transaction #: 13001541004	E/SBE-DBE-M/WBE:

Department Information

Department: General Services Division: Procurement
 Project Mgr: Yadi Kavakebi Supervisor: Craig Lymus
 Contract Services: Rochelle Freyman Date: 10/31/11 Division Mgr: Craig Lymus
 Phone Number: 916-808-5748 Org Number: 13001061
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	[Signature]	10/30/11
Accounting:		
Contract Services:	[Signature]	11/1/11
Supervisor:	[Signature]	11/1/11
Division Manager:	[Signature]	11/1/11
City Attorney	Signature or Initial	Date
City Attorney:	[Signature]	11/15/11

Send Interoffice Mail Notify for Pick Up

Authorization Signature or Initial Date
 Schwartz, Reina
 Department Director: _____
 City Mgr: yes No

For City Clerk Processing

Finalized:
 Initial: _____
 Date: _____

Imaged:
 Initial: _____
 Date: _____

Received:
 (City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)



DEPARTMENT OF GENERAL SERVICES
FACILITIES & REAL PROPERTY
MANAGEMENT DIVISION

CITY OF SACRAMENTO
CALIFORNIA

5730 24TH STREET
BUILDING #4
SACRAMENTO, CA 95822
PHONE: 916-808-1888
FAX: 916-808-8250

CONTRACT SPECIFICATIONS

FOR

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

For Pre-Bid Information Contact:

Yadi Kavakebi
ykavakebi@cityofsacramento.org
916-808-8432

Bids to be received before
2 PM OCTOBER 12, 2011 at:
City of Sacramento –City Clerk
Historic City Hall
915 I Street
Sacramento, CA 95814

Pre-Bid Meeting:
WEDNESDAY, SEPTEMBER 28, 2011 AT 9:30AM
1000 I Street
Sacramento, CA

Construction Estimate: \$690,000

Time of Performance: 365 Calendar Days

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Performance Bond	1 only
Payment Bond	1 only
Worker's Compensation Certification	1 only
Pay Request Application	1 only
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Technical Specifications	

Sealed Proposals will be received by the Office of the City Clerk of the City of Sacramento, located at 915 I Street, Historic Building, Sacramento, CA 95814, up to the hour of 2:00 PM on **October 12, 2011** and will be opened as soon thereafter as business allows for:

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

Copies of the Contract Documents are available at:

**SIGNATURE REPROGRAPHICS
620 SUNBEAM AVENUE
SACRAMENTO, CA 95822
916-454-0800**

A non-refundable fee of **\$35.00** will be charged.

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. For projects \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** Each contractor and every lower-tier subcontractor submits certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-5524.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure

performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1st Floor, Sacramento, CA 95814.

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Project Bid Amount: \$ _____

Job Address: _____

Contractor: _____ Phone: _____

Address: _____

B. Briefly describe the project:

C. Materials Required to be Recycled. 50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see Section F. Definitions, on the next page, for more information.

D. Material Management.

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated
2. Company to haul away debris: _____
3. Facilities to receive debris: _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:
<http://www.cityofsacramento.org/utilities/>

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

BID PROPOSAL FORMS

PLEASE REMOVE AND
COMPLETE
THE FOLLOWING DOCUMENTS
AND
SUBMIT AS
THE BID PROPOSAL
PACKAGE

ThyssenKrupp

CITY OF SACRAMENTO
Department of General Services
Facility Development Division

Bid Proposal – Add. 1 (10/7/11)

Page 1 of 3

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following sum:

A. BASE PROPOSAL:

Six Hundred Twenty Six Thousand, Two Hundred & Eighty
DOLLARS
(\$ 626,280.00).

B. ALTERNATES:

The Contractor shall price the following Alternative(s), stating the amount to be added or deducted from the Base Bid Proposal. The City reserves the right to award the Agreement on the basis of the Base Bid Proposal alone, or with a combination of one or more of the Alternative(s). The order of preference will be as follows: Base Bid first, followed by Alternative(s) in numerical order. The Alternative(s) will be based upon funds available. Failure on the part of any Contractor to list the Alternative(s) shall be cause for rejection of the Bid Proposal.

Each Alternate shall conform exactly to the Plans and Specifications.

Elevator subflooring replacement – On all four (4) elevators Contractors shall remove the existing subflooring and fastening method completely, sand smooth to the platform floor and install matching thickness water resistant and fire proof plywood. (See Addendum No. 1, Item #12)

1. For all additional work for Alternate No. 1, add/deduct the sum of:

Eight Thousand Four Hundred DOLLARS (\$ 8,400.00).

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **365 CALENDAR DAYS** commencing on the date set forth in the written "Notice to Proceed" issued by the City to the Contractor.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

(Rev. 3-9-10)

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # 1 DATE 10/7/11

Add. # _____ DATE _____

Add. # _____ DATE _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe his signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED: **(Bid Proposal Guarantee Required)**

(\$ 63,468.00) not less than ten percent (10%) of amount Bid Proposal

_____	CERTIFIED CHECK
_____	MONEY ORDER
_____	CASHIER'S CHECK
<u>X</u>	BID BOND
_____	OTHER SECURITY

<u>FOR CITY USE ONLY</u>	
BID BOND SECURITY	
<input checked="" type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Cashier/Certified Check
<input type="checkbox"/>	Other _____
Initial:	<u>VE</u>

CONTRACTOR:

By [Signature]
(Signature)

GUY K. BUCKMAN
(Print or Type) District Manager

Title _____

Firm ThyssenKrupp Elevator Corp.

Street Address 940 Riverside Pkwy,

Ste. 20, West Sacramento, CA

Telephone No. 916-376-8700 ⁹⁵⁶⁰⁵

Fax No. 866-572-2888

Email guy.buckman@thyssenkrupp.com

CITY OF SACRAMENTO
Department of General Services
Facility Development Division

Bid Proposal – Add. 1 (10/7/11)

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Date 10/12/11

Contractor's License No. 651371 Type C-11

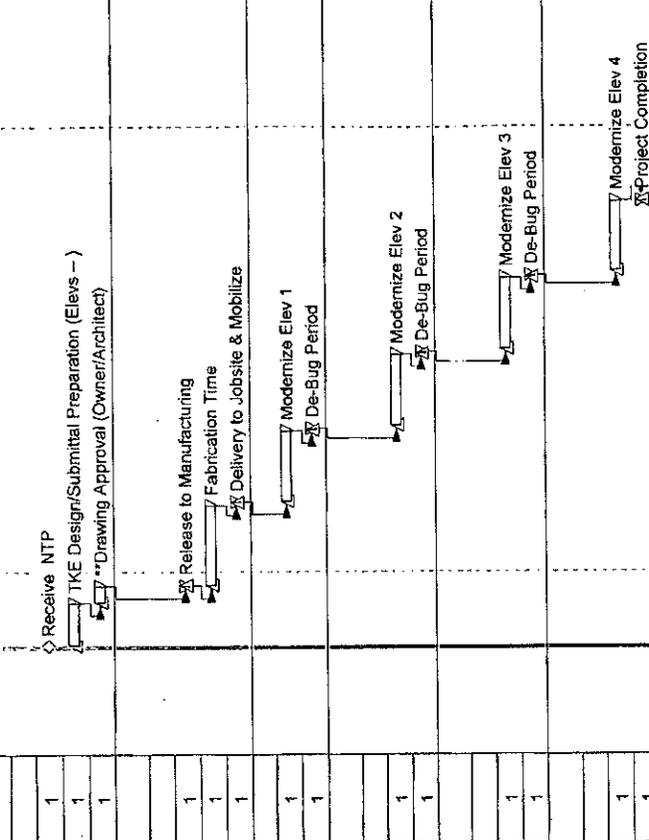
Expiration Date 7/12/12

Tax I.D. Nos. - Fed. 62-1211267 State Delaware

City of Sacramento Business Operation Tax Certificate No. 89783
(Obtained through the Department of Revenue, (916) 808-8500)

For any person or entity who submits a Bid Proposal, all such information shall be submitted under penalty of perjury.

Act. ID	Description	Orig. Dur.	Rem. Dur.	Early Start	Early Finish	Finish Variance	Calendar	2011	2012	2013
Traction Elevator Modernizations										
Submittals										
<i>Layout Drawings</i>										
B100	Receive NTP	0	0	01NOV11		0	1			
B110	TKE Design/Submittal Preparation (Elevs -)	25d	25d	01NOV11	06DEC11	0	1			
B120	**Drawing Approval (Owner/Architect)	10d	10d	07DEC11	20DEC11	0	1			
Traction #1										
<i>Procurement Phase</i>										
B1000	Release to Manufacturing	0	0	21DEC11	20DEC11	0	1			
B1010	Fabrication Time	45d	45d	21DEC11	24FEB12	0	1			
B1020	Delivery to Jobsite & Mobilize	1d	1d	27FEB12	27FEB12	0	1			
<i>Construction Phase</i>										
B1025	Modernize Elev 1	42d	42d	28FEB12	25APR12	0	1			
B1045	De-Bug Period	2d	2d	26APR12	27APR12	0	1			
Traction #2										
<i>Construction Phase</i>										
B2210	Modernize Elev 2	42d	42d	30APR12	27JUN12	0	1			
B2230	De-Bug Period	2d	2d	28JUN12	29JUN12	0	1			
Traction #3										
<i>Construction Phase</i>										
B3210	Modernize Elev 3	42d	42d	02JUL12	29AUG12	0	1			
B3230	De-Bug Period	2d	2d	30AUG12	31AUG12	0	1			
Traction #4										
<i>Construction Phase</i>										
B4210	Modernize Elev 4	42d	42d	04SEP12	31OCT12	0	1			
B4230	Project Completion	0	0	01NOV12	31OCT12	0	1			



ThyssenKrupp Elevator Corp.
City Hall Garage Elevator Renewal

Start date	01NOV11
Finish date	31OCT12
Data date	01NOV11
Run date	12OCT11
Page number	1A
© Primavera Systems, Inc.	

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents.

Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

Georgia

State Where Bidder is Headquartered

6/23/10

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: ThyssenKrupp Elevator Corp.

BY: GUY K. BUCKMAN Title: District Manager Date: 10-5-11

Signature _____

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

CITY OF SACRAMENTO

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

Contractor shall list any business entity used to attain the ESBE goal and all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. The inclusion of false information will render the bid non-responsive. READ THE ABOVE REQUIREMENT CAREFULLY

Name of Prime Contractor:		EBE or SBE:	Bid Amount:	Date:
Business Entity or Subcontractor Name / Address / License Number PLEASE TYPE IN ALL INFORMATION, USE ADDITIONAL SHEETS IF NECESSARY		Indicate EBE or SBE	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided
Firm Name:	NONE			\$
Address:				\$
License Number:				\$
Firm Name:				\$
Address:				\$
License Number:				\$
Firm Name:				\$
Address:				\$
License Number:				\$
Firm Name:				\$
Address:				\$
License Number:				\$

CITY OF SACRAMENTO
ECONOMIC DEVELOPMENT DEPARTMENT
SMALL BUSINESS DIVISION

REQUEST FOR WAIVER OF ESBE GOAL AUTHORIZATION

REQUEST DATE: August 2, 2011
PROJECT: City Hall Garage Elevator renewal Project
REQUESTING DEPARTMENT: General Services
DEPARTMENT CONTACTS: Tony Alexander 808-6360

In accordance with the Administrative Procedures of the Emerging/Small Business Development (ESBD) Program, as stated below:

City departments and agencies shall utilize the annual ESBE participation goals for contracting and procurement that include minimum ESBE participation levels, unless a waiver or adjustment of the participation level is approved as provided herein.

Requests for waivers or adjustments (upwards or downwards) to the minimum ESBE participation level, for a specific project, may be made by City departments or agencies to the Office of Small Business (OSB). The request to modify a minimum participation level for a specific project must be made to OSB ten days prior to advertisement of the contracting or procurement opportunity.

Reasons for requesting this modification include the following:

Changes in availability

There is a lack of available local small business elevator/escalator contracting firms for this project. During the previous for the project from three years ago, only one local small business certified business responded.

Non SBE companies that could have bid competitively include Kone, Thyssen-Krupp, Otis and Schindler were excluded from bidding.

Because of this lack of competitive bidding opportunities, the City could incur significantly higher maintenance costs for critical equipment such as elevators and escalator maintenance.

An immediate or existing emergency

An emergence situation could arise if an elevator breaks down or if someone is trapped and requires immediate local availability and response from a fully equipped company.

WAIVER IS HEREBY GRANTED FOR THE EMERGING AND SMALL BUSINESS ENTERPRISE (ESBE) PROGRAM PARTICIPATION GOAL OF 20%. IN COMPLIANCE WITH THIS PROCEDURE, ADVERTISEMENT OF THIS OPPORTUNITY MAY COMMENCE JULY 21, 2011 OR THEREAFTER.



Diana L. Sasser, Project Manager
Economic Development Department

8/2/11

Date

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. 2004-433 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2004-433 by completing all of the questions contained in this questionnaire. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a responsible bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a responsible bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

QUESTIONNAIRE

NOTICE: All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years.

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**
C-11, 7/31/12
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No
6. Answer either subsection A or B, as applicable:
 - A. Your firm has completed three or more **government** construction contracts **in Sacramento County** within the last five years: Within those five years, has your firm **been assessed** liquidated damages on three or more **government construction** contracts **in Sacramento County** for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

- B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

9. Answer either subsection A or B, as preferred:

- A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

- B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against an owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

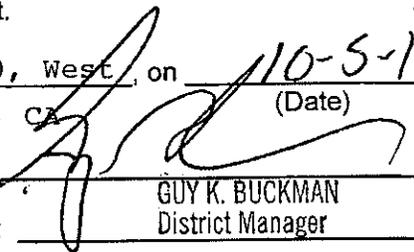
NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at 940 Riverside Pkwy. Ste 20, West, on 10-5-17
(Location) sacramento, CA (Date)

Signature: 
Print name: GUY K. BUCKMAN
District Manager

Title: _____

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

ThyssenKrupp Elevator Corp.

Name of Contractor

940 Riverside Pkwy., Ste. 20, West Sacramento, CA

Address

95605

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

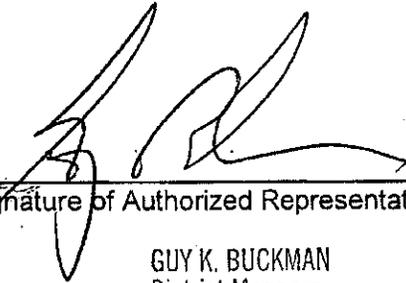
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

10-5-11
Date

GUY K. BUCKMAN
District Manager

Print Name

Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

THE FOLLOWING FORMS
ARE TO BE FILLED OUT
AND
SIGNED ONLY
IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification November 22, 2011, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and ThyssenKrupp Elevator Corp. 940 Riverside Pkwy, Ste. 20, W. Sacramento, CA 95605 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Emerging and Small Business Enterprise (ESBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

Including the Work called for in the following alternative bid items described in the Proposal Form.

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety (90) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining ten (10) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable beginning thirty-five (35) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Section 20104.50.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 365 calendar days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$742.00 (Seven Hundred Forty Two Dollars) for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

- In addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either [check one]:

a lump sum amount of _____, OR

the daily amount of _____ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

Portion of the Work

Milestone Date

CONTRACTOR'S ACKNOWLEDGMENT: _____

In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these potential damages, in addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City in the lump sum amount of _____ if the entire Work is not completed by _____. Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

CONTRACTOR'S ACKNOWLEDGMENT: _____

(C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the

Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be

provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Contractor shall provide initial insurance documents to the Engineer upon request, prior to execution of the final contract. All future insurance renewal documents shall be sent to:

EBIX BPO
212 Kent Street
Portland, MI, 48875
Phone: (517) 647-1700
Fax: (517) 647-7900
Email: CertsOnly@periculum.com

(2) Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- (A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- (C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and

Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

- (A) Use Tax Direct Payment Permit For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- (B) Sellers Permit For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- (C) The above provisions shall apply in all instances unless prohibited by the funding source for the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 10-28-2011

BY [Signature]
Print Name _____

Title _____

BY _____

Print Name _____

Title 62-1211267

Federal ID# CAL-T-1763270

State ID# 141538

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____

For: _____
City Manager

Original Approved As To Form:

[Signature]
City Attorney

Attest:

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of General Services

Bond No.: 82283893
Premium: \$2,539.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to ThyssenKrupp Elevator Corp. 940 Riverside Pkwy, Ste. 20, W. Sacramento, CA 95605:

as principal, hereinafter called Contractor, a contract for construction of:

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):

Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of **SIX HUNDRED THIRTY-FOUR THOUSAND, SIX HUNDRED EIGHTY (\$634,680)** for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 27, 20 11.

ThyssenKrupp Elevator Corporation
(Contractor) (Seal)
By [Signature]
Title _____

Federal Insurance Company
(Surety) (Seal)
By [Signature]
Title Kimberly Bragg, Attorney-In-Fact
Agent Name and Address Wilis of Illinois, Inc.
233 South Wacker Drive, Chicago, IL 60606
Agent Phone # 312-288-7700
Surety Phone # 908-903-3493
California License # 5389
Surety Email: surety@chubb.com

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

CITY OF SACRAMENTO
PAYMENT BOND
Department of General Services

Bond No.: 82283893
Premium: \$2,539.00

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: ThyssenKrupp Elevator Corp. 940 Riverside Pkwy, Ste. 20, W. Sacramento, CA 95605;

hereinafter called Contractor, a contract for construction of:

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15(commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all subcontractors, laborers, material men and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of **SIX HUNDRED THIRTY-FOUR THOUSAND, SIX HUNDRED EIGHTY (\$634,680)** on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions and State agencies entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 27, 2011.

ThyssenKrupp Elevator Corporation

By [Signature] (Contractor) (Seal)
Title _____

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Federal Insurance Company

By [Signature] (Surety) (Seal)
Title Kimberly Bragg, Attorney-In-Fact
Agent Name and Address Willis of Illinois, Inc.
233 South Wacker Drive Chicago, IL 60606
Agent Phone # 312-288-7700
Surety Phone # 908-903-3493
California License # 5389
Surety Email: surety@chubb.com

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 27th day of March, 2011, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Notary Public, Ila Delman





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint

Kimberly Bragg

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number :82283893
Obligee :City of Sacramento

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 20th day of November, 2008.

Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 20th day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial
Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2013

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 27th day of October, 2011



Kenneth C. Wendel

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485, Facsimile: (908) 903-5400

FEDERAL INSURANCE COMPANY

November 11, 2011

Rochelle Freyman
Department of General Services
City of Sacramento
Procurement and Contract Services
5730 24th Street, Bldg. 1
Sacramento, CA 95822
direct (916) 808.5748

rfreyman@cityofsacramento.org

RE: Federal Insurance Company **Bond# 8228-38-93**

In response to your request, please review the following information provided to authenticate this company's Bond# 8228-38-93, dated 10/27/11:

Performance and Payment Bond No described below have been **provided by:**
FEDERAL INSURANCE COMPANY
15 Mountain View Rd.
Warren, NJ 07059

Name and Address of Principal on the Bond:
Thyssenkrupp Elevator Corporation
11040 Main Street
Bellevue, Washington 98004

Name and Address of Obligee on the Bond:
City of Sacramento
5730 24th Street, Building 1
Sacramento, CA 95822

Description:	City Hall Garage Elevator Renewal (B1213001541004) Job# 090-2318M
Performance Bond Amount:	\$ 634,680.00
Payment Bond Amount:	\$ 634,680.00

Validity Confirmed:

Company Name: Federal Insurance Company

Signed by:


Katherine J. Adelaar, Surety Services Supervisor

Company Profile

FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, NJ 07061-1615
800-252-4670

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR
 LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST
 SEVENTH ST LOS ANGELES, CA 90017
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	20281
NAIC Group #:	<u>0038</u>
California Company ID #:	0059-6
Date authorized in California:	December 18, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
 AUTOMOBILE
 BOILER AND MACHINERY
 BURGLARY
 COMMON CARRIER LIABILITY
 CREDIT
 DISABILITY
 FIRE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM
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WORKER'S COMPENSATION CERTIFICATION

CITY HALL GARAGE ELEVATOR RENEWAL (B1213001541004)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

- 1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
- 2. An individual doing business under his own name, Sign: your name only.
- 3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner."
- 4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 contract.

DATE: 10-28-2011 Contractor ThyssenKrupp Elevator Corporation

By [Signature]
Signature

PAY REQUEST APPLICATION

PROJECT: City Hall Garage Elevator Renewal

CONTRACTOR: ThyssenKrupp Elevator Corporation

PURCHASE ORDER NO.: _____ COST CENTER: _____

PAY REQUEST NUMBER: _____ PERIOD ENDING DATE: _____

ORIG. CONTRACT AMT. \$ _____

CHANGE ORDER NO. 1 \$ _____

CHANGE ORDER NO. 2 \$ _____

CHANGE ORDER NO. 3 \$ _____

CHANGE ORDER NO. 4 \$ _____

NET CHANGE BY CHANGE ORDERS: \$ _____

TOT ADJUSTED CONTRACT AMT TO DATE: \$ _____

BALANCE OF CONTRACT TO FINISH: \$ _____

TOTAL COMPLETE AND STORED TO DATE: \$ _____

LESS 10% \$ _____

LESS PREVIOUS PAYMENTS: \$ _____

AMOUNT DUE THIS INVOICE: \$ _____

*****Labor Compliance (payrolls etc.) is current and submitted for this Pay Request*****

Submitted By _____ Date: _____

(Contractor's Original Signature Required)

Submit To: City of Sacramento - Department of General Services
Attn: Rochelle Freyman
5730 24th Street, Bldg. #1
Sacramento, CA 95822

Approved
By (CM/Inspector) _____ Date: _____

Approved
By (Project Manager) _____ Date: _____

Approved
By (Labor Compliance) _____ Date: _____

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

Remit With Pay Request

CITY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES

SCHEDULE OF VALUES
(ALL COLUMNS MUST BE COMPLETED WHEN SUBMITTING FOR PAYMENT)

PROJECT NAME:

CITY PROJ. NO:

CONTRACTOR:

FUNDING:

ADDRESS:

Payment No.

Work Performed Thru

Date Payment Submitted

Days Expended on Contract

CONTRACT NO: B

PHONE NO: C

A Item No.	B Contractor & Description of Work	C Contract \$ Amount	D Executed Change Order \$ Amount	E Adjusted Contract \$ Amount	F Work Completed \$ Previous (D+E)	G Approved Stored \$ Amount (not in D or E)	H Total Complete & Stored \$ (D+E+F)	I % (G/C)	J Balance to Finish (C-G)	K Retention 10%
1				0			0			
2										
3										
4										
5										
6										
7										
8										
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10										
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12										
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14										
15										
16										
17										
18										
19										
20										
Totals										

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

14221	Alteration of Traction Elevators	46	Pages
16100	General Electrical	8	Pages
	Exhibit #1 (City Maintenance Specification)	8	Pages

SECTION 01010

SUMMARY OF WORK
CITY OF SACRAMENTO
"CITY HALL GARAGE ELEVATOR RENEWAL PROJECT"

PART 1 – GENERAL

1.1 DESCRIPTION

Under a single contract, construct the tenant improvements titled:

"CITY HALL GARAGE ELEVATOR RENEWAL PROJECT"

located at 1000 "I" Street, Sacramento, California, in conformity with construction documents contained herein including all materials, labor, tools, equipment, transportation and services necessary, complete, and ready to use. The work will involve alteration, modification and upgrading of **FOUR** passenger elevators in accordance with the Section 14221 at the end of this chapter. This work will include new controls, selectors, SCR drives signals, fixtures, car interiors, door operators, governors and wiring.

The contractor is responsible to insure all work is completed and coordinated, and all accessories are installed per manufacture's recommendations without impacting warranty/guarantees on any item covered by this contract.

1.2 LOCATION OF EXISTING FACILITIES

NA

1.3 FACILITY ACCESS

The City Parking Staff regulate all access to the facility 24 hours a day. The contractor will be responsible to coordinate entry and exiting of the facility on a daily basis with City Parking Staff. The contractor will be responsible to maintain security control and access to the facility machine rooms and cabs.

1.4 STAGING AREAS

The contractor may not stage materials outside of the building nor in the area used by the public. And only in areas designated by the City Project Manager. Staging will be limited to temporary loading and unloading of materials and equipment. No materials will be staged or stored outside the building during non-working hours. No fencing will be allowed outside the building. The contractor will take all steps necessary to protect adjacent surfaces from damage during the construction activities, including but not limited to, drip pan(s) under parked vehicles. The contractor will be responsible for cleaning all surrounding surfaces at the completion of construction activities. Final cleaning shall provide a uniform appearance to the facility.

1.4 PARKING AREAS

- a. Obtain and pay for all required City, State or other permits and service required for the installation and scope of work. Arrange for required inspections and secure approvals from authorities having jurisdiction.

2.4 OTHER CONTRACTORS

- a. Contractor is advised that during construction the City may authorize other contractors to complete work on-site. The contractor shall coordinate with these contractors as necessary to eliminate conflicts and site access requirements.

End Of Section

SECTION 01025

PAYMENTS & MEASUREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 SCHEDULE OF VALUES

- A. Type Schedule on form contained in the Contract Documents. Contractor's standard forms and automated printout will be considered for approval upon request. Identify schedule with: Project name and location, Contractor's name and address, all subcontractor's name, address and type of Work along with Submission date.
 - 1. List the installed value of the component parts of the Work broken down into sufficient detail to serve as a basis for computing values for progress payments during the performance of the Work. For example, in the case of drywall Work, identify components such as wallboard, accessories, taping and finishing.
 - 2. Follow the Specifications table of contents as the format for listing component items; identify each line item with the number and title of the respective Specification Section.
 - 3. For each major line item, list sub-values of products or operations.
 - 4. For the various portions of the Work:
 - a. Include a separate line item for the amount of overhead and profit drawn.
 - b. For portions of Work in excess of ten thousand dollars (\$10,000) in cost, separately identify labor and material costs.
 - 5. The sum of values listed in the Schedule of Values shall equal the total Construction Contract Sum. Design costs are to be identified separately.

1. When substantiating data are required, submit suitable information as specified in SECTION 01300 - SUBMITTALS with a cover letter identifying:
 - a. Project Name and Number.
 - b. Application number and date.
 - c. Detailed list of enclosures.
 - d. For approved stored materials:
 - 1) Item number and identification as shown on application.
 - 2) Address of warehouse facility and copy of insurance documents for said facility.
 - 3) Description of specific material.
- E. Preparation of Application for Final Payment:
1. Fill in application form as specified for progress payments.
 2. Use Continuation Sheets for presenting the final statement of accounting.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01025

SECTION 01030

ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 REQUIREMENTS:

- A. Definition: An Alternate is defined as a portion of the work, which is priced separately, to be included in the Work at the Owners option.
- B. This section defines each Alternate by number, and describes the basic changes to be incorporated into the work, only when that alternate is made a part of the work by stipulated provisions in the owner Contractor agreement.
- C. Coordination:
 - 1. Include as a part of each alternate, devices, appurtenances, accessories and similar items incidental to or necessary for complete installation.
 - 2. Coordinate alternate with adjacent work and modify or adjust as necessary as approved by the architect, to ensure full integration.
- D. In addition to the Base Bid as provided on the Bid Form, the Contractor (Bidder) shall quote alternate prices in the blank spaces provided on the Bid Form under Alternate Bids.
- E. The Additive Alternate Bids increase the Scope of Work as defined by the Base Bid and represent additions to the amount of the Base Bid.
- F. The Deductive Alternate Bids decrease the Scope of Work as defined by the Base Bid and represent deductions to the amount of the Base Bid.

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Condition, and Division 1 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.
- B. This Contractor shall resolve differences or disputes concerning coordination, interference, or extent of Work of the various sections, and trades.

1.03 COORDINATION

- A. Coordinate scheduling, submittals and Work of the various Specification Sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of all Work in preparation for Substantial Completion.
- C. Coordinate access to site for correction of defective Work and Work not in accordance with the Contract Documents to minimize disruption of Owner's activities.

1.04 ALARM, ELECTRICAL AND MECHANICAL COORDINATION

- A. Verify that utility requirement characteristics of operating equipment are compatible with proposed building utilities. Coordinate work of all Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- B. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
- C. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. This includes identified "Conduit or Pipe

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. This section describes the requirements for performing cutting and patching.

1.02 QUALITY CONTROL

- A. Design Criteria:
 - 1. Patching shall achieve security, strength, and weather protection, as applicable and shall preserve continuity of fire ratings.
 - 2. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures and profiles.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials shall be as specified in the applicable, individual Specification Section's.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.

3.01 PERFORMANCE

- A. Perform cutting, associated structural reinforcing and patching that is not required to be performed as part of the Work of other sections.

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section covers general requirements for codes and standards pertaining to the work and is supplementary to the codes and standards mentioned or referenced elsewhere in the Contract Documents.

1.02 CODES AND STANDARDS:

- A. Requirements of Regulatory Agencies; Pertaining ordinances, laws, rules, codes, regulations, standards, and orders of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including, but not limited to, those in the following listing. Contractor shall make available at the site such copies of the listed documents applicable to the work as City may request.

1. Title 8, California Code of Regulations (CCR), Industrial Relations, Chapter 4, Division of Industrial Safety, Safety Orders (CAL/OSHA).
2. Title 19, CCR, Public Safety
3. Title 21, CCR, Public Works
4. Title 24, CCR, Part 2, Building Standards
5. Uniform Building Code (UBC)
6. Uniform Mechanical Code (UMC)
7. Uniform Plumbing Code (UPC)
8. Uniform Fire Code (UFC)
9. National Electrical Code (NEC)
10. National Fire Protection Association (NFPA)
11. State and Local Public Health Codes
12. Other laws, regulations, rules, orders, codes and ordinances specified in other Sections of these Specifications or bearing on the work
13. City of Sacramento Code

B. Standard and Reference Type specifications:

1. Specifying by reference to standard and reference type specification documents or to another portion of the Contract Documents shall be the same as if the referenced document or portion referred to were exactly repeated at the place where reference is made.
2. The standard or reference type specification documents shall be those of the current issue unless otherwise specified.

SECTION 01260
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis, submitted to the City daily.
 - 3. Provide full documentation to City on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. City Project Manager is the person who is authorized to execute Change Orders.

1.02 RELATED REQUIREMENTS

- A. Agreement: The amounts of established unit prices.
- B. General Conditions:
 - 1. Methods of determining cost or credit to City resulting from changes in Work .
 - 2. Contractor's claims for additional costs.
- C. Section 01025: Payments & Measurements.
- D. Section 01700: Agreement Closeout.

1.03 DEFINITIONS

1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of a PCO, City may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Agreement Sum and any change in Agreement Time.
- C. City will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor will sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow City to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Agreement, similarly documented.
 - 6. Justification for any change in Agreement Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
 - 1. Name of the City's authorized agent who ordered the work, and date of the order.
 - 2. Dates and times work was performed, and by whom.

1. City will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
- C. When quantities of the items cannot be determined prior to start of the work:
1. City will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices and will cite the applicable unit prices.
 2. At completion of the change, City will determine the cost of such work based on the unit prices and quantities used.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Agreement Time.
 3. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.
 4. City and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. City will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the "Documentation of Proposals and Claims" of this Section.
- C. City will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.
- E. City and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Agreement Sum.
- B. Revise the Construction Schedule to reflect each change in Agreement Time.

(REV. 3/1/06)

CONTRACT MODIFICATION PROCEDURES

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 SCOPE OF WORK:

- A. Submit construction schedule, shop drawings, submittal schedule, certificates, product data, samples, schedule of values, requests for information, requests for clarification, and products list as specified in this and other Sections.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

- A. Material & Equipment: Section 01600.
- B. Warranties: Section 01700.
- C. Record Drawings: Section 01700.
- D. Operating & Maintenance Manuals: Section 01700.
- E. Progress Schedules: Section 01310.
- F. Substitution Requests / Equals: Section 01630.

1.04 GENERAL REQUIREMENTS:

- A. The Contractor shall be solely responsible for submittal dates and delivery of the required number of submittals to the City. Delays in work occasioned by late submittals, necessity of re-submittal, or performing Work from submittals unfavorably reviewed shall not be cause for increase in Contract Amount or for time extension.
- B. Contractor shall review, stamp with his approval, and submit with reasonable promptness and in orderly sequence so as to cause no delay in work or in work of any other contractor, submittals required by Contract Docu-

- D. One set of each favorably reviewed submittal shall be kept on the job at all times, available for ready reference.
- E. No portion of work requiring a submittal shall begin until the submittal for the work has been favorably reviewed by City. All work shall be in accord with favorably reviewed submittals. If conflict arises between favorably reviewed submittals and Contract Documents, no work shall begin until such conflict is resolved in writing. Submittals shall as required in the sections of the specifications. See individual sections for samples etc., but submit numbers of submittals per this section.
- F. The City shall determine adequacy and completeness of all submittals. Where the City deems a submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Contractor shall submit all additional information requested by the City. There shall be no change to the Contract Time or to the Contract Cost when such additional information is requested by the City
1. The City shall review the Shop Drawings; stamp and indicate the appropriate status, mark required revisions.
 2. The Contractor shall review the returned Drawings and take appropriate action as indicated. If resubmittal is required, make revisions and indicate them with a "cloud", stamp and date, and resubmit in the same manner and number as for the original submittal.
 3. Only those Shop Drawings which bear stamps showing final review of the Contractor, City shall be used.
- G. Identification of the submittal shall be as follows:
1. Identify each submittal and re-submittal with the following information:
 - a. Project name and address as they appear on the Contract Documents.
 - b. Contractor's name and address and Subcontractor's or supplier's name and address.
 - c. Contractor's stamp with initials or signature, certifying review and approval of submittal, compliance with Contract Documents and verification of field measurements.
 - d. Name and telephone number of contact for additional information regarding the submittal.

- A. The product list is a complete listing of all materials and equipment to be furnished under this Contract. The list shall present the materials and equipment in the same sequence as they appear in the Specifications and shall include the manufacturer's name as well as catalog number, size, etc. The phrase "as specified" is not acceptable.
- B. Mechanical and Electrical submittals shall be submitted separately.
- C. Samples: Refer to Article 3.06.E above.

2.03 SHOP DRAWINGS:

- A. Shop drawings are drawings, illustrations, diagrams, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the work.

2.04 SAMPLES:

- A. Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the work will be judged.

2.05 CONSTRUCTION SCHEDULE AND SUBMITTAL SCHEDULE:

- A. Construction Schedule:
 - 1. Content: Show product and installation dates for major products. Show dates for enclosing interior space, mechanical system completion, substantial completion, final completion, and Owner occupancy.
 - 2. Format:
 - a. NA
 - b. The graphic schedule shall be revised and resubmitted monthly with the pay request for review and approval by Architect and Owner and be kept reasonably current.
 - c. Schedule: Schedule shall break down major trades, such as carpentry, millwork, concrete work, kitchen equipment, plumbing, electrical and heating and ventilating to indicate rough and finish work. List all subcontractors, show time of material and equipment submittals for Architect's review and allow approximately seven (7) working days for review when

correct and adequate for proper execution and installation of the subject product.

1. In such cases, where a statement of conformance is not an acceptable alternative to a full submittal of product data the Contractor shall submit such information required by the Contract Documents and deemed adequate by the Architect to review the subject product. There shall be no change to the Contract Time or to the Contract Cost when such a full submittal is requested by the Architect.
 2. In such cases, health and safety related information shall still be submitted for posting, if appropriate and/or if requested by the Architect.
- B. Product data consists of manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other descriptive data on products and systems including health and safety related information.
1. Copies of favorably reviewed product data shall be kept at the job site available for review.
 2. Product data shall include all required and pertinent product information regarding safety, handling, storage, application, and health and environmental hazards, and shall include related protective, preventive, or medical treatment.
 - a. Such product information shall be kept at the job site available for review and shall be in both written and graphic forms using universal symbols.
 - b. The information shall be displayed in prominent locations in accordance with the appropriate regulations.

2.07 LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS:

- A. Within (5) five calendar days after award of Contract, the Contractor shall submit to the Architect a list of the Subcontractors with their addresses and phone numbers, including the names of the manufacturers of the finish items and material suppliers. The list shall contain all materials where a selection of color, finish, or texture is required to be selected by the Architect as noted in the individual sections of the Specifications.

2.08 SUBSTITUTIONS:

3. The Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
- D. RFI's or RFC's shall not be recognized or accepted if one of the following conditions exists in the opinion of the Architect:
1. The Contractor submits the RFI or RFC as a request for substitution (Refer to Section 01630).
 2. The Contractor submits the RFI or RFC as a submittal (Refer to Submittal Policy, above).
 3. The Contractor submits the RFI or RFC under the pretense of Contract Document discrepancy or omission without thorough review of the Documents.
 4. The Contractor submits the RFI or RFC in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
 5. The Contractor submits an RFI or RFC in an untimely manner without proper coordination and scheduling of work or related trades.
 6. RFI's or RFC's will not be recognized as a change or modification of scope, cost or time to the Contract Documents.
- E. RFI's or RFC's time of issue and response: The Architect will endeavor to answer all requests as described in 2.11, C in a reasonable time frame. A period equal to the time that the sub-contractor and General Contractor use in developing the RFI could be recognized as an approximate, equal period of time for the Architect to respond back to the Contractor. In most cases, RFI's and RFC's will receive a response within seven (7) working days (excluding Saturdays and Sundays) if the RFI or RFC is related to architectural only. If the RFI or RFC relates to consultant drawings 15 days shall be required. In a small number of instances, this time may need to be lengthened, or shortened for emergency situations as mutually agreed by all parties. The Contractor is to submit RFI's or RFC's in a reasonable time frame so as not to interfere or impede the progress of work and coordination of related trades.
1. RFI's and RFC's received after 12:00 noon shall be considered as having been received on the following working day.

1. Identify related shop drawings, which shall be submitted at a later date.
- B. Submit shop drawings where required by various sections of the Specifications and when requested by Architect to evaluate a proposed substitution or method. Unless otherwise specified or requested, submit specified number plus additional required by Contractor.
 1. Where testing laboratory or other special inspection is specified, requested, or required by local authority, submit two (2) additional copies.

3.04 SAMPLES:

- A. Submit samples of size and quantity specified, or of sufficient size and quantity to illustrate clearly the functional characteristics of product, material, or system with integrally related parts and attachment devices.
- B. Pay costs of samples and prepay deliver charges.
- C. Unless otherwise indicated, submit a minimum of two (2) samples.

3.05 PRODUCT DATA:

- A. Submit the amount of product data for each product or system to obtain acceptable review.
- B. Identify data sheets with the section and paragraph numbers where the product or system is specified.
- C. Bind product data submittals in indexed loose-leaf notebook binding system.
- D. Equipment and systems must meet performance data even when specified by manufacturer's name and catalog number.
- E. Provide list of product data which will be submitted after the original submittal of the notebook binding system.

3.06 ARCHITECT'S RESPONSIBILITIES FOR REVIEW:

- A. City will review submittals reasonably promptly so as to cause no delay, and will review only for conformance with design concepts of Project and with requirements of the Contract Documents.

- D. City will return only two (2) copies of submittals marked "Revise & Re-submit," "Rejected" or "Submit Specified Item" to Contractor. Resubmittal shall be made in the number of copies as were originally submitted.
- E. One (1) favorably reviewed sample will be returned to the Contractor and shall be kept on the job site until completion, available for ready reference.
 - 1. Unfavorably reviewed samples will not be returned. Contractor shall be notified in writing by Architect of reason(s) for rejection of submitted sample.

3.07 SUBMITTALS AND SAMPLES AT THE SITE:

- A. One (1) copy of each favorably reviewed submittal shall be kept on the job site until completion, available for ready reference.
- B. No submittals reviewed and marked "Revise and Resubmit", "Rejected" or "Submit Specified Item" shall be kept at the job site.
- C. Samples: Refer to Article 3.06.E.

3.08 CORRECTIONS:

- A. Immediately incorporate all required corrections in the submittals and re-submit for further review, if required. Resubmit in number of copies as were originally submitted.

END OF SECTION 01300

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. See also the Schedule of Values Form in the Contract.

1.02 DESCRIPTION

- A. Work Included: Provide detailed Schedule of Value breakdowns, of the agreed Contract Sum, showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related Work
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Conditions of the Contract, and Sections in Division 1 of these Specifications.
 - 2. Schedule of Values is required by the Conditions of the Contract.
 - 3. Schedule of Values is required to be compatible with the "continuation sheet" accompanying applications for payment.

1.03 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

1.04 SUBMITTALS

- C. Prior to first application for payment, submit a proposed Schedule of Values through the Architect to the Owner.
 - 1. Meet with the Architect and determine additional data, if any, required to be submitted.

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION:

A. Section Includes:

1. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
3. Construction Facilities: Access roads, parking, progress cleaning, and temporary buildings.
4. Removal: Utilities, facilities, and controls.

B. Related Sections:

1. Section 01710: Cleaning.

1.02 TEMPORARY UTILITIES

A. Temporary Electricity:

1. Provide and pay for power service required from Utility source.

B. Temporary Lighting:

1. Provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watts/sq ft. Provide additional lighting for finish work where and when needed, or as required by the Contract Documents.
2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails and lamps as required.
3. Maintain lighting and provide routine repairs.

C. Temporary Heat:

1. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations. Comply with codes, agencies, and regulations regarding usage of temporary space heaters.

D. Temporary Ventilation:

1. Ventilate enclosed areas to:

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2. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
 3. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
 4. Provide temporary commercial grade chain link fencing at the limits of construction for the duration of the project, until Project has been accepted or occupied by Owner. Maintain site fencing as needed and equip with vehicular gates with locks.
- B. Water Control:
1. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
 2. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
 3. Exercise care in cleaning out equipment, etc., so as to prevent materials from clogging catch basins and yard drains.
 4. Leave all drainage items clean and in proper working condition.
- C. Dust Control:
1. Utilize water application or other methods approved by the local jurisdiction to control dust on access roads and the project site to the satisfaction of the Architect. Maintain dust control operation to prevent flying dust from leaving the project site. Use power sweepers for street cleaning as necessary.
 2. Vacuum clean interior surfaces of building prior to start of finish painting.
 3. Continue vacuum cleaning on as-needed basis until building is ready for Substantial Completion or Occupancy.
- D. Pollution Control:
1. Burning or burying of rubbish and waste materials on Site is prohibited. Provide dump box for collection of waste materials.
 2. Disposal of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems is prohibited.
 4. Keep Site and surrounding areas clear of accumulations of waste material and rubbish resulting from operations under this Contract. Remove waste from Site immediately upon completion of Work.

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1. Provide temporary partitions and ceilings as required to separate work areas from owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
 2. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces in accordance with ASTM E90 (maximum Flame Spread Rating of 75) and in accordance with ASTM E84.
- I. Security:
1. Provide security and facilities to protect Work from unauthorized entry, vandalism or theft.
 2. Provide temporary locks at all exterior doors after building is enclosed.
 3. Coordinate with Owner's Security program.

1.04 CONSTRUCTION FACILITIES

A. Access Roads

1. Construct and maintain temporary access to public thoroughfares to serve construction area.
2. Relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
3. Provide and maintain access to fire hydrants, free of obstructions.
4. Provide means of removing mud from vehicle wheels before entering streets. Any dirt, mud or other debris tracked onto streets must be removed immediately.
5. Provide barricades, warning signs, flagmen or other traffic regulators which may become necessary for protection of public, construction personnel and property.

B. Parking:

1. Arrange for temporary parking areas to accommodate construction personnel, project visitors and Owner's Employees.
2. When site space is not adequate, provide additional off-site parking as allowed by the local jurisdiction
3. Do not allow construction personnel vehicle or equipment parking

1.05 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore Owner's property, and adjacent private and public property damages or used during construction, to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01500

SECTION 01615
DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide for expeditious transportation and delivery of products to project site undamaged, on a schedule to avoid delay of the work.
- B. Provide equipment and personnel at the site to unload and handle products in a manner to avoid damage to products.
- C. Provide secure storage and protection for products to be incorporated into the work, and maintenance and protection for products after installation and until completion of the work.

1.02 DELIVERY

- A. Arrange deliveries of products in accord with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site.
 - 1. Work of other contractors, or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately upon delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged. Minor damages may be repaired, with approval of the Architect, provided the finish items are equal in all respects to new

D. Arrange storage in manner to provide easy access for inspection.

1.05 MAINTENANCE OF STORAGE

A. Maintain periodic system of inspection of stored products on schedules basis to assure that:

1. State of storage facilities is adequate to provide required conditions.
2. Required environmental conditions are maintained on continuing basis.
3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings, and finishes is not acceptable under requirement of Contract Documents.

1.06 PROTECTION AFTER INSTALLATION

A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.

B. Control traffic to prevent damage to equipment and surfaces.

C. Provide coverings to protect finished surfaces from damage.

1.07 DAMAGED PRODUCTS

A. Damaged or deteriorated materials shall be removed from the premises. Replace materials that have been damaged.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01615

SECTION 01630 SUBSTITUTION

TO:

PROJECT:

SPECIFIED ITEM: _____

SECTION: _____ PAGE: _____ PARAGRAPH: _____ DESCRIPTION: _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified. Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering, design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _____ Title: _____

Signature: _____ Date: _____

Firm: _____ Phone: _____

Address: _____

Attachments:

Accepted: City _____ NLA _____ Rejected: City _____ NLA _____

By: _____ Date: _____ (City)

By: _____ Date: _____ (NLA)

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 DESCRIPTION:

- A. Section Includes:
 - 1. Description of Requirements.
 - 2. Closeout Procedures.
 - 3. Record Document Submittals.
 - 4. Final Cleaning.
 - 5. System Start-Up.
 - 6. Testing.
 - 7. Training.
 - 8. Adjusting and Balancing.
 - 9. Operation and Maintenance Data.
 - 10. Warranties and Bonds.
 - 11. Spare Parts and Maintenance Materials.
 - 12. Prerequisites to Substantial Completion.
 - 13. Prerequisites to Final Acceptance.

- B. Related Sections:
 - 1. Section 01010 - Summary of Work.

1.02 GENERAL REQUIREMENTS

- A. Definitions: Project Closeout is the terminology used to describe certain collective project requirements, indicating completion of Work, that shall be fulfilled near end of Contract time in preparation for Final Acceptance and occupancy of Work by the Owner, as well as final payment to Contractor and normal termination of Contract.

- B. Time of Contract Closeout is directly related to "Substantial Completion"; therefore, time of closeout may be either single time period for entire Work or series of time periods for individual elements of Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to other provisions of this Section.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.

- B. Provide submittals to Architect that are required by governing or other authorities.

underground Work by dimensions to column lines or walls, locating turns, and by centerline or invert elevations and rates of fall.

- c. Locations of significant Work concealed inside the building whose general locations have been changed, as approved, from those shown on the Contract Documents. Give sufficient information to easily locate work concealed in the building.
 - d. Locations of items, not necessarily concealed, which have been changed, as approved, from the locations shown on the Contract Documents.
 - e. Nameplate data, description, and serial numbers of all equipment on equipment schedules.
 - f. In addition to the previously specified requirements for Record Drawings:
 - 1. Keep up to date during the progress of the Work; make available to the City at any time.
 - 2. Furnish additional drawings as necessary for clarification.
 - 3. Record deviations from the sizes, locations and other features of installations shown in the Contract Documents.
 - 4. Drawing to scale:
 - a) Locate main runs of piping, conduit, ductwork and similar items by dimensions.
 - b) Locate other items either by dimensions or in relation to spaces within the building.
 - 5. Furnish clean Record Drawings, made from final Shop Drawings that have been updated to show actual conditions, as specified in the individual specification sections.
- D. Transmit to the City at time of acceptance of the Work and prior to final payment, using the site record drawings for reference, prepared final "Record As-Built Drawing" drawings on permanent, reproducible prints of original Construction Documents and all shop drawings.

4. Mark record set with red erasable pencil and where feasible, use other color to distinguish between variations in separate categories of Work.
5. Show all backing material and other embedded or concealed items required for installation of future work by Owner.
6. Organize Record Drawing sheets into manageable sets, separated by construction discipline, and bind with durable cover sheet. Print suitable titles, dates and other identification on cover of each set.

D. Record Specifications:

1. Maintain one complete copy of Project Manual, including Specifications and Addenda, and one copy of other written Construction Documents such as change orders, supplemental instructions and similar modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual Work performed in comparison with text of Specifications and modifications issued.
3. Note related Record Drawing information and Product Data, where applicable.
4. Upon completion of Work, submit Record Specifications to Architect for Owner's records. Provide one copy of Record Specifications in modifiable Microsoft Word (Version 2003 or later) and one PDF copy.

E. Record Product Data:

1. Maintain one copy of each Product Data submittal approved for Project.
2. Mark documents to show significant variations in actual work performed in comparison with submitted information.
3. Include both variations in products as delivered to Site and variations from manufacturer's instructions and recommendations for installation.
4. Give particular attention to concealed products and portions of Work that cannot otherwise be readily discerned at later date by direct observation.

3. Clean debris from roofs, gutters, downspouts, and drainage systems.
 4. Clean mechanical and electrical equipment and spaces, including tops of pipes, ducts, equipment, etc.
 5. Re-clean areas or equipment, after final inspection, if dirtied as result of Contractor's work in preparing for final inspection or completion of punchlist.
- B. Removal of protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period or to protect public.
- C. Compliance:
1. Comply with safety standards and governing regulations for cleaning operations.
 2. Do not burn waste materials at Site.
 3. Do not bury debris or excess materials on Owner's property.
 4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
 5. Remove waste materials from Site and dispose of in lawful manner. Recycle all potential recyclables at nearest recycling center.

1.06 WARRANTIES

- A. Submittal Form:
1. Issue copies of each warranty as indexed section of Operation and Maintenance Manual.
 2. Separate each warranty with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier and manufacturer, with address and telephone number of responsible principal.
- B. Preparation of Submittals:
1. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item or work. Except for items put into use with Owner's permission, leave date of

10. Complete major punchlist items.
 11. Contractor shall submit copy of Contractor's Punchlist to Architect, clearly stating that building is ready for review with exception of items noted in Contractor's Punchlist.
- B. Review procedure: Upon receipt of Contractor's request for review, Architect will either proceed with review or advise Contractor of unfulfilled prerequisites.
 - C. Following initial review, Architect will either prepare Certificate of Substantial Completion or will advise Contractor of Work that must be performed before Certificate will be issued.
 - D. Results of completed review will form initial "punchlist" for final acceptance.
- 1.08 FINAL INSPECTION
- A. When Contractor considers Work complete, he shall submit written certification that:
 1. Contract Documents have been reviewed.
 2. Contractor has inspected Work for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. The Project, properties, and streets are finally cleaned of debris and dirt caused by Contractor operations.
 5. Work is complete and ready for final City and State inspection.
 - B. Architect will inspect Work to verify completion status as soon as possible after receipt of Contractor's certification.
 - C. Should Architect consider Work incomplete or defective:
 1. Architect will promptly notify Contractor in writing listing incomplete or defective work.
 2. Contractor shall immediately remedy deficiencies, and send second written certification to Architect that the Work is complete.
 3. Architect will re-inspect the Work.
 - D. When Architect finds the Work acceptable under Contract Documents, the Contractor shall make closeout submittals.

1.09 REINSPECTION FEES

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01700

SECTION 14221

ALTERATIONS OF TRACTION ELEVATORS

PART 1 - GENERAL

1.1 WORK INCLUDED IN THIS SECTION

- A. Provide all labor, materials, plant, appliances, tools, transportation and equipment required for Alterations and Rehabilitation of four (4) elevators at City of Sacramento City Hall Garage, complete as specified. City of Sacramento Standard Construction Documents Requirements shall apply to all the work of this Section. New Fire Alarm Panel operations are to be interfaced to the new elevator controls operations per elevator and fire alarm code requirements.

1.2 DESCRIPTION

- A. Work Included in this section: Complete Alterations and Rehabilitation to four (4) overhead traction passenger elevators, complete as specified.
1. Alterations and Rehabilitations are comprised of new motion and group controls, selectors, SCR drives or AC drives as qualified, new governors and ropes, specified new hoist ropes, signals and fixtures, car door operator, car and hoistway door operating equipment, rehabilitate machines, new wiring and recondition other equipment as specified and to comply with current State of California Title 8 Elevator Safety Orders for specified Alterations.
 2. Removal of the hoistway corrosion to be as specified and recondition other equipment as specified. Provide associated electrical work when specified to be by the Elevator Contractor.
 3. The specified Alterations work is for all elevators, unless individual or multiple elevators are nominated. The bid work will include all the specified work for the four (4) traction elevators.
 4. Maintenance: Refer to Section 3.7 Comprehensive Maintenance, pages 43 through page 46 of this section.
- B. Examination of Site and Project Design Engineering:
1. Bidders shall visit the building complex, examine all the existing elevators, determine condition of all retained components, space conditions, power supply, mainline disconnects and make all surveys necessary to meet the requirements of this specification.
 2. All existing control features provided in the cabs, landing hall stations emergency generator are to be incorporated into the new controls unless

be replaced with new units that will have capacity to provide temperature controlled ventilation of each machine room areas to maintain temperature control of Elevator Contractor's equipment. Control thermostats to be located adjacent to controllers, all other equipment to be outside the machine rooms or hoistways. The air conditioning system for the machine room must be connected to the emergency generator power whenever an elevator of that group or single elevator is operating on emergency power..

4. **Smoke Detector System Circuits:** Smoke detector system is to be installed in the machine rooms and at other floors designated by City Fire Department Office, including designation of Alternate floor recall and Fire/Smoke in Machine Room signal operation.
5. **Non Elevator Control Equipment:** Remove all non elevator related conduits, piping from all machine rooms, pits and hoistways.
6. **Elevator Entrances Lighting:** Whenever the group or single elevators are in operation, the floor area in front of the entrances is to be illuminated to minimum of 10 ft. clds.
7. **Sprinkler Heads:** If sprinkler heads are required by the City Fire Department Office to be installed in the elevator machine rooms or pits, then heat sensors will need to be installed within 2'-0" of each sprinkler head in each machine room. Control of power to the elevator machine room will need to be remote shunt tripped, operated by heat sensors in the machine rooms; power is not to trip until all elevators have recalled to their designated levels and people exited. Voltage to the shunt trip coil to be monitored and if lost, the system is to provide warning indicator at building life safety monitoring location. If sprinkler heads are required to be installed in the elevator pits, locate such below 2'-0" from pit floor.
8. **Fire-Fighter's Emergency Communications Phone System:** If required by City Fire Department's Offices; provide such complete system. Provision of wiring to each traction elevator machine room junction box for elevator contractor to connect Firefighter's phone jack and extend to each elevator car operating panel.
9. **Fire Alarm Panel:** Provide all necessary wiring from each of the Ground floor junction boxes located on wall by elevator Contractor of each elevator hoistway and extend necessary wiring to the new location of the Fire Alarm panel and connect to terminals as advised.
10. **Standby Power:** Ensure that the existing emergency standby power system for the elevators operates as follows:
 - a. Power source shall be sized to absorb regenerative power from elevator systems, which equals approximately 30% of full load running. In general, the total standby power should be no less than twice the standby load imposed by the elevator alone.

f. Emergency Communications Telephone System: Provision of dedicated telephone line to each elevator machine room for connection to car emergency communications.

12. Elevator Sump Pumps: Verify the existing sump pumps are operational.

14. Hoistway Glass Panels: Verify that the existing section of glass in the rear wall of each hoistway is ANSI Z97.1 Laminated Safety glass and if so, install identification stamps on each inside glass panel that states such compliance.

D. Related Work To Be Provided By Elevator Contractor:

1. Verify that the new electrical loads of the Altered elevators are within the code required current carrying capacity of the existing electrical Ground floor vault disconnects and that the feeders sizes to each machine room are adequate per code. If undersized per electrical codes, provide new vault disconnects at Ground floor and new feeders to each machine room disconnects. Contractor to verify that the existing machine room three phase disconnects are adequately sized for the Contractor's new connected loads, if insufficiently sized, provide new adequately sized switch fused disconnects. The new three phase disconnects in each machine room are to be rated for the short circuit current potential of existing conductors in each machine room. Contractor is to investigate and confirm that the full load current demands and regeneration of the new elevator equipment are acceptable to the emergency power generator.

2. Provide new three phase feeders and continuous ground conductor from the new disconnects panels to new controllers and transformers. Enclose in all new conduit or duct-work.

3. Smoke Sensors: Connect to new (or existing) smoke/heat/fire alarm detector system if provided by other contractors as directed by City.

4. Emergency Communications: Verify the existing telephone lines for each car emergency communication are separate, dedicated lines and extended from their current connection to the machine room for connection to new communications device in each car panel. Provide the car to machine room communication system and wiring; locate the speaker/ call button device in each car service cabinet and locate master station in the machine room adjacent to the simplex and group/car controllers. The elevator contractor shall be responsible for the maintenance of the communications device in each elevator and wiring back to point of connections to AT&T lines. The City will be responsible for costs of AT&T maintaining the telephone lines

5. Provide, as required, any non-polluted 110 V.A.C. feeders and disconnects for elevator group computers, with emergency power supply off the same source as the three phase supply to the respective

car operating panel jack, connect and test communications for satisfactory operation.

16. Pit Ladder: Extend each of the existing pit ladder stiles sufficiently to install grab rung at 48" above floor and secure the ladder stiles to the wall structure.
17. Cutting Wall Material, Repair & Patching & Painting: Include cutting of finished wall surfaces to install new hall button fixture faceplates, finishes to match existing at all floors. As necessary, retain specialist sub-contractors to complete to satisfaction of City's Representative. Request the City's Representative to advise if finish colors of walls are to change from the existing.
18. Hoistway Ledge Set back: Provide a full width 75 degree bevel protection to any ledges on side or back walls hoistways, whenever the ledge exceeds 2".
19. Hoistways: Ensure any holes in the hoistway fire proofing materials are filled to the satisfaction of the City Fire Department and the State Elevator Inspector.
20. Hoistway Glass Cleaning; Contractor shall thoroughly clean the inside faces of the safety glass for full height of each hoistway.
21. Hoistway Glass Cleaning Program; Contractor shall develop a written safety procedure for cleaning the glass of each hoistway and hoistway side of each car glass wall. The Safety Program is to be kept in the elevator machine room of each single and group of elevators.
22. Concrete Coring, Enlarging & Drilling: Contractor shall core drill as necessary to complete all specified works, which includes, but not limited to, enlarging hall station mounting boxes, holes in machine room slab for governor rope holes, conduits and raceways.

E. Special Requirements and Controls:

1. Temporary Signs and Notices: The Contractor shall post and maintain all notices, signs and other safeguards required by law or ordinance or by the Owner. No Contractor logos or advertisements shall be installed on the premises. Approved notice to be exhibited and maintained at each floor when individual elevators are shut down for Alterations.
2. The Contractor on-site staff shall wear their company's identification clothing with their personal name embodied, when at the building. The Contractor shall ensure that no radios or stereophonic devices are operated in the elevator machine rooms or hoistways.
3. Temporary Safety Barriers: The Contractor shall construct and maintain all temporary barriers provided as a safeguard around the construction area and/or as security around stored materials and equipment.

qualified technical staff to inspect the site work after the first elevator is completed adjusting and prior to the elevator being inspected and at the completion of the project and so verify that the elevator is operating in peak adjustment as designed by the Controller Manufacturer. The Contractor shall cause the Controller Manufacturer to prepare Installation Inspection Reports, which shall be co-signed by the Contractor. The Contractor shall submit copies of each Report to the City's Representative.

2. Maintain local stock of parts adequate for replacement on permanent or emergency basis.
3. Be able to respond to emergency (entrapments) calls within maintenance contract times. Staff to be equipped with paging system/radio communication or cellular phone equipment. Emergency calls are when persons are trapped in an elevator. Other calls to be responded too within the maintenance specification contract times.

D. Design Criteria:

1. Performance:

- a. Contract Speed: Maximum two and one half percent (2-1/2%) speed variation under any loading condition in either direction.
- b. Floor-to-Floor Time: Brake release to brake set as measured in both directions for a typical one floor run under any loading conditions. Initiate movement of car within 0.2 seconds after make-up of hoistway door interlock.
 - 1) Elevators Nos. 1-4: 7.0 seconds.
- c. Door Open Times; All Elevators: 2.0 Seconds.
- d. Door Close Times: Minimum, without exceeding kinetic energy and closing force, allowed by Code.
- e. Door Dwell Times: Initial settings shall be as follows:
 - 1) All Lobby Hall Calls: 5.0 seconds from signal notification.
 - 2) Car Call: 5.0 seconds
 - 2) Interruption of Car Door Protective Device: Door reopening device shall remain effective for at least 20 seconds while any object is in the protection path.
- f. Leveling: Within one-quarter (1/4) inch under any loading condition. Level into floor at all times, do not overrun floor and level back.

- a. Vibration: Sound isolate all solid-state motor control, isolation transformers and filters units from beams and building structure to prevent objectionable noise and vibration transmission to occupied building spaces.
- b. Airborne Noise: Maximum acoustical output level of:
 - 1) 75 dBA measured in machine room.
 - 2) 55 dBA measured in elevator cars during all sequences of operation.
 - 3) 45 dBA measured in elevator lobbies.

E. Requirements of Regulatory Agencies:

- 1. Codes: In accordance with the latest applicable edition requirements of the following and as specified:
 - a. CCR: Title 8; California Code of Regulations, effective 05/01/08
 - b. CBC: Title 24; Part II, Chapter 30, with 2009 Supplement
 - c. CSEC: California State Electric Code.
 - d. CBC: 2007 California Building Code, Accessibility Reqs., 2008
 - e. All local codes, which govern.

F. Permits: Arrange and submit all engineering details as required by State of California DOSH Elevator Ride & Tramway Unit, for permit to make Alterations to elevators. Contractor shall pay for all initial and any re-inspections by City and State governing authorities and obtain operating permits. Original of permit to be forwarded to the City's Representative at completion of first elevator.

1.4 MATERIALS

- A. Aluminum: Alloy and temper best suited for anodizing finish specified.
- B. Plywood: PS-1, A-D exterior Grade Douglas Fir, fire retardant treated.
- C. Sheet Steel: ASTM A366, uncoated, pickled, free from defects.
- D. Sound Deadener: 3 M's coating ED-1000, Presstite's No. 105A, Vibradamp Corporation's No. 111 or equal; fire rated compound for spray applications; black. Minimum thickness of application, 3/16".
- E. Stainless Steel: ASTM A167; type 302 or 304.

1.5 FINISHES

and equipment to complete the first two elevators shall be on site in the respective machine rooms or other approved site or approved local bonded warehouse, before the first elevator is removed from service. The balance of equipment is to be on site or at pre-approved warehouse, within 20 miles of site, at 50 % completion of the first elevator.

- D. Fire Alarm System: Contractors connection to the Fire Alarm System is to be done after 6:00 PM.
- E. The approved schedule is to be followed when each elevator is completed. Contractor shall schedule and coordinate his operations in such a way that three elevators shall be available for buildings use at all times. Cut over of hall button stations for Nos. 3 & 4 elevators to new hall button fixtures shall be done during overtime hours of the parking garage.
- F. Contractor shall maintain an up-to date schedule in one of the elevator machine rooms that is updated on a weekly basis showing the stage of completed Alterations work as measured against the approved Construction schedule completion.
- G. Contract specification document 14221 shall be maintained at site for mechanics to review and implement throughout the project period.
- H. Temporary shutdown of any additional elevators to complete circuit connection must be pre-approved and coordinated by City's Representative upon request by Contractor. Such work is to be done outside of peak operating hours of the garage building.
- I. Persons engaged in the construction work shall not park vehicles in any of the established building parking areas except where designated by the City's Representative. Any use of parking areas without advance consent of the parking Facilities Manager will be charged to the contractor at 10 times market rate for each space used.
- J. The Contractor shall be responsible for all damage caused by his operations to the curbs, sidewalks, and driveways and to the building interior and exterior surfaces and equipment.

1.7 SUBMITTALS

- A. Shop Drawings: Submit in accordance with Section " Submittals" and as required by the City's Representative. The City's Representative and Elevator Consultant reserves the right to require any details of any portion of the equipment.
 - 1. Layouts: Plan and section of all elevator hoistways, complete new car enclosure design, Z97.1 laminated safety glass panels reinforcement in new enclosure rear walls, pits and each machine room spaces; access to rooms; include location of machine room ventilation and required clearances around equipment. Plan, sections and details of the system to be provided.

Contract Maintenance and Warranty Period

52 weeks

Note: All time periods are calendar weeks

- B. The contractor is to include all costs for emergency generator testing and group testing to ensure compliance with the specification.
- C. Hours of Work:
 - 1. Contractor shall perform the work of this Contract on normal workdays, and within normal/double shift work hours as necessary. Normal working hours of the garage building is 24 hours per day, 7 days per week.
 - 2. Welding and painting work in hoistways is to be done after 7:00 pm and exhaust fans are to be provided by the Contractor to remove the fumes. Suitable fire extinguishers shall be kept in close proximity during welding.
- D. Electrical Shutdowns: Temporary electrical shutdowns will not be allowed except for brief periods to be re-approved by City's Representative at least six (6) days in advance notification.

1.9 SECURITY & NOISE CONTROL

- A. The Contractor, in the preparation and the execution of the work, shall recognize the garage is occupied and that the elevator contractor shall not disrupt the free flow of individuals and autos throughout the garage structure.
- B. Noise and vibration generated by the construction for this work may, at times, create a problem for the operations of the building. In the event the noise produced by the construction work conflicts with the building function, the Contractor, at the request of City's Representative or Parking Facilities Manager shall reduce or stop the noise. No noise created work to be done after 8:00 pm on 7 days per week.
- C. During allowable hours, the noise level limits at all floors shall be measured on the "A" Scale of a sound level meter as follows;
 - 1. With the meter located 3'-0" from any hoistway door at any level, the sound level shall not exceed 70 db.
- D. Contractor shall perform all noisy work during daytime working hours, with limits detailed in sub-paragraph above.
- E. Types of noise generating work:
 - 1. All heavy demolition (concrete walls and floors).
 - 2. All grinding, chipping, pounding, sanding and cutting of holes.
 - 3. All necessary core drilling and chipping in the machine room, in hoistways

- | | | |
|-----|--|--|
| 16. | Buffers: | |
| | a. Car: | Retain or replace as specified |
| | b. Counterweight: | Retain and overhaul |
| 17. | Hoistway Access Switch: | Provide new to operate per code |
| 18. | Car Top Station: | Provide new per code |
| 19. | Guide Shoes: | |
| | a. Car: | Provide new roller guides as spec. |
| | b. Counterweight: | Adjust roller guide assembly |
| 20. | Guide Rails: | |
| | a. Car: | Retain as specified |
| | b. Counterweight: | Retain as specified |
| | c. Cwt. Spreader Bkts.: | Retain |
| 21. | Emergency Light: | Provide new in concealed location |
| 22. | Counterweights: | Reuse; re-balance |
| 21. | Counterweight Brackets: | Retain as specified |
| 22. | Wiring, Conduit &
Raceway in Machine
Rooms and Cabs: | Provide new as specified. |
| 23. | Wiring, Conduit &
Raceway in Hoistway: | Reuse existing conduit and raceway;
replace all wiring as specified |
| 24. | Machine Room Disconnect: | Provide new as specified |
| 25. | Traveling Cables: | Provide all new |
| 26. | Car Door Operator: | Provide new operator, fit closed loop
control, as specified |
| 27. | Car Door Sills, Tracks,
Hangers and Castings: | Provide all new and adjust as
specified |
| 28. | Car Doors: | Provide new for cars as specified |
| 29. | Hoistway Door
Closers, Hangers &
Associated Equipment: | Provide new and adjust as specified
at all landings |
| 30. | Door Interlocks: | Provide new as specified |
| 31. | Hoistway Doors: | Replace and Retain as specified |
| 32. | Car Enclosure/Interiors: | Provide new or retain as specified |
| 33. | Car Signals: | |
| | a. Car Operating Panel: | Provide new fixed; 1 per car |
| | b. Car Position Indicator: | Provide new in same location |
| | c. In-car Lantern | Provide in specified door jamb |
| 34. | Car Door Protective Devices: | Provide new sensor type |
| 35. | Lobby Signals: | |
| | a. Hall Pushbuttons: | Provide new button fixtures at
handicap height; as specified |
| | b. Lanterns; Gongs: | Retain as specified. |
| | d. Position Indication | Provide at Ground as specified |
| 37. | Hoistway Sills: | Retain |
| 38. | Hoistway Entrances: | Retain, repair and paint as spec. |
| 39. | Removal of Material: | By Contractor as specified. |
| 40. | Ascending Car Control: | Provide per code |

as detailed in the relevant paragraphs of this specification.

- b. Car and landing calls in each direction of travel shall be answered in the order in which required floors are approached by the car, provided that the call is registered sufficiently in advance of the car's arrival to permit a stop to be made.
- c. Provide "anti-nuisance service" whereby, all car calls will be cancelled if the load-weighing device detects that an abnormal number of calls are registered given the number of passengers in the car. System using false call answering to accomplish this is not acceptable.

6. Car Load Weighing Device: Provide new top of crosshead type device to operate at 60%, 80% and 100% of load. The device is to be adjusted to satisfactorily operate the anti-nuisance feature and the 80% of load by passing of landing calls. Such load-weighing device shall be accurate within 100 lbs. with both increasing and decreasing loads and its settings shall remain stable over extended periods.

7. Fault Diagnostic System:

- a. Provide a non-proprietary diagnostic system for microprocessor systems capable of determining faults most difficult to find. It shall constantly monitor the condition of all car computers. When variances occur from the normal mode, the change or fault shall be detected, the location of the elevator, time of day, number of times fault occurred, along with fault code message shall be stored on memory. This information shall be retrievable to a minimum of the last 200 entries and shall be displayed on a colored monitor screen in the machine room and be capable to be transmitted to a remote location by Ethernet modem line at Ground floor Parking Office. System must have software that will allow the transfer of information and control changes. Provide a compatible printer and keyboard in each machine room, which can print the monitor, screen display and print logistic stored information.
- b. Provide, at no additional cost or lease agreement to Owner, required hardware such as laptop computer keyboard or maintenance / adjusting tool as specified under "Maintenance Data". One laptop computer is required and be stored in Nos. 3 & 4 machine room and be capable to connect to either Nos. 1 and No. 2 controller to view status of elevator and provide diagnostic capability for all four elevators.

B. Duplex Selective Collective Operation: Nos. 3 & 4 Elevators

- 1. Provide a microprocessor-based control system to perform functions of elevator motion, car operation dispatching and door control.

2. General Program Adjustments:

- a. After the completed groups of elevators have been placed in regular service, the elevators shall be observed under normal operating conditions. Minor adjustments shall be made as found necessary to ensure that the elevators operate at maximum efficiency.
 - b. If zones are employed, arrangements shall be made in the control circuits of the elevators for the division between each zone to be raised or lowered if found necessary due to uneven distribution of traffic between the zones and/or staffing requirements.
- C. Selective Collective Operation: Provide selective collective operation as specified for general operation of Nos. 1 and No. 2 individual elevators.

2.3 SPECIAL OPERATIONS

- A. Inspection Operation: Replace the existing hoistway access device with new key type hoistway access device to comply with code. Replace the existing top of car operating controls with new control panel to comply with code.
- B. Independent/Special Service: Independent service operation shall be provided so that, by means of a switch located in the car service cabinet, the car can be removed from automatic operation and be operated by an attendant. The attendant shall have full control of the opening and closing of car doors, the starting, stopping and direction of car travel. The car shall respond to car buttons only. The hall signals for the car on independent service shall not operate.
- C. Operation Under Fire or Other Emergency Conditions:
 1. General: Replace the existing and provide special emergency service to comply with CCR Title 8 and local codes having jurisdiction. Provide Phase 1 recall switch at main lobby. The new key switches shall be provided with engraved instructions for Phase I operation and be located in one of the Nos. 3 & 4 faceplates and in No. 2 Ground floor hall station, and operate per code. The design of Ground floor faceplates for each of the four (4) elevators is to be submitted for approval prior to manufacture. Provide key storage box with proper number of keys as directed by the local statutory authorities. Nos. 2 and 4 are to operate automatically on emergency power.
 2. Smoke Detectors: A new smoke detector system will be installed by others, with detectors at floors directed by the City Fire department and in each of the three (3) machine rooms to operate per code. Alternate recall floor will be the floor designated by the local fire authorities. Coordinate and connected to the smoke detector system and coordinate testing for code operation. Provide circuitry on new controller to operate as follows:

- f. When normal power fails and emergency power is used or, when normal power is restored, the cars will start in sequence not simultaneously. Allow 30 seconds between starts. A signal will be given 20 seconds prior to emergency power being provided or when normal power is restored.
 - g. The elevator manufacturer shall provide all circuitry and transfer times necessary to accomplish the safe and continuous operation when transferring normal power to emergency power and emergency power to normal power.
 - h. Fire service shall be operable when system is on emergency power operation.
- E. Traction Elevators: Operation Under Earthquake Conditions: Provide seismic operations in accordance with CCR Title 8. Retain the existing single "ring and string" counterweight derailment device for each car and connect to new controls. Provide new seismic trigger device of the combination vertical and horizontal sensors in each of the machine rooms. Each device is to be fail safe in operation and connected to emergency power circuits with battery power back up.

2.4 DOOR OPERATION

- A. Operation:
 - 1. Provide door times available as specified in 14221-1.3 D.
 - 2. Car and hoistway doors shall open and close simultaneously, quietly and smoothly; door movement shall be cushioned at both limits of travel. Door operation shall not cause cars to move appreciably.
 - 3. Door open times shall be readily and independently adjustable when car stops for a car or hall call. Main floor door times shall be adjustable independent of other floors.
 - 4. The car and landing door operation is to be modified to ensure they open flush to their respective jambs.
 - 5. Adjust the door buffers in side angles, replace with new door buffers where any are missing. Provide a minimum of two door buffers per door panel.
 - 6. Provide reduced speed closing when under "door protection failure" conditions. Speed shall comply with CCR Title 8.
 - 7. Provide "door restrictor" devices to all car door equipment.
 - 8. Reset car door contacts to comply with code.
 - 9. Car doors shall start to open when car is at floor level and stationary.

C. Hoist Ropes:

1. Replace the existing hoisting ropes for each machine with new steel traction ropes, size and breaking strength per the crosshead data plate; set the rope tension to be equal for each elevator.

D. Car Governor Ropes:

1. Provide new for new governors installed

E. Buffers & Car Toe Guard Space:

1. Retain existing oil buffers, clean ram and readjust to car and counterweight buffer plates, top up all oil tanks. If code required runby for new car toe guard can comply with code for Unintended Car Movement in down direction at lowest floor served. If Unintended Car movement cannot be stopped in sufficient distance to prevent apron striking the pit, modify the lower section of the new car toe guard to be code compliant collapsible type or provide new pit buffers to comply with local elevator codes.

F. Counterweights:

1. Retain existing, realign, determine the current state of balance of car to counterweight and correct the balance to 42% of capacity, clean down and tighten frame bolts. Reduce the side clearance of frame to guide rail face at the mid point of frame to 1/2". Provide a Code required viewing cutout in the pit counterweight screen, when viewing of buffer is restricted.

G. Car Safeties:

1. Retain. Test its operation with full load.

H. Car Governor:

1. Provide new governor device that is certified as compatible with the existing safety gear and the Alterations of the controls. Core holes in concrete flooring as required suiting the sheave diameter of new device and filling in remaining core holes.

I. Car Frame, Platform and Sills:

1. Retain existing platform and car frame.
2. Tighten all side stays and remove all squeaks from frame.
3. Provide railing for support of static balance weights as required.
4. Retain car sills and polish clean exposed areas.

doors are locked in the "close" position as defined by the Code and shall prevent opening of doors at landing from corridor side unless car is at rest at landing, in the leveling zone or, hoistway key switch is used. Provide all new high temperature wiring from the controller to each floor interlock. Supply voltage to interlocks shall be a minimum of 100 volts.

H. Pick-Up Roller Assemblies:

1. Remove all existing and provide all new pick-up roller assemblies as required for the door equipment furnished. If the original reinforcing is not a minimum of ¼ inch thick steel plate, Contractor shall provide reinforcing of minimum ¼ inch thick steel plate and weld to the door face. Drive block to be attached with a minimum of four-¼ inch threaded screws and star washers and be doweled in the final position, with ¼ inch threaded screw to steel mounting plate.

I. Sills:

1. Retain existing, clean debris from grooves.

J. Frames:

1. Retain existing at all frames.
2. Side Frames at G & 8th Floor Repairs: Wire brush remove all the surface corrosion from the floor entrance frames at the lower section of each frame, fill smooth, prime and undercoat paint. Wrap new full height and depth matching profiles of primed steel to maintain satisfactory running clearance to their respective hoistway door panels. Fasten the new section of frame with a combination of screw and weld connection to provide a smooth surface profile and finish.

K. Hoistway Doors:

1. Elevators Nos. 1 and 2: Retain existing and provide new steel gibs and fire tabs at all floors. Realign the doors to remove twists and re-hang with new door hanger rollers. Provide code required floor numbers on the inside of doors to be seen when car doors are open 4 inches.
2. Elevators No.3 & 4: Retain existing doors at floors 2-7 and provide new steel gibs and fire tabs at all floors. Realign the doors to remove twists and rehang with new door hanger rollers. Provide code required floor numbers on the inside of doors to be seen when car doors are open 4 inches. Remove the corroded doors at G and 8th floors and provide new matching fire rated doors to match the existing design, dimensions and finishes. Include new hanger rollers, relating cables, pick-up roller assembly site guards, gibs and fire tabs. Paint the new doors the same floor identification colors as existing at those floors. Paint the applicable floor number on the new doors installed at G and 8th floors.

- f. Machine Isolation: Remove the existing worn and fractured rubber isolation blocks at both ends of the machine blocking beams and install new rubber blocks of equal compression.
 - g. Paint the machine in color to match existing.
- B. Controller: Provide new power and operational controllers as standard with specified controller manufacturer provided they comply fully with the specified clauses; overload relays in three legs of power circuit and in loop circuit; cabinets with NEMA-1 enclosures and doors arranged with locks. Provide closed loop fully digitized control with velocity sensing feedback. Provide permanently marked symbols or letters identical to those on wiring diagrams adjacent to each component. Provide exhaust fan at top of cabinet and adequately louver walls of cabinet to induce through ventilation.
1. The controller wiring shall be carried out in a neat and workmanlike manner in accordance with relevant requirements of National Electrical Code. No equipment is to be mounted at greater than 6'-0" from floor level.
 4. All external connections to the equipment on each controller shall be made by means of approved cable thimbles and/or solder less cable lugs, depending on the current to be carried.
 5. Main contactors or starter switches shall be A.C. motor horsepower rated and are not to be mounted directly to the steel cabinets, to ensure quiet operation of controllers.
 6. Where several connections are to be made to one terminal, they shall be separated from one another by approved means.
 7. The voltage supply to the hoistway door interlocks shall be minimum of 100 volts.
 8. All resistors used for the start-stop-run operation of the elevators are to be mounted in separate cabinet above the controller or in a completely isolated area suitably ventilated at top of controller.
 9. All contactors, switches, relays, auxiliary motors, electronic devices, resistors, reactors, capacitors and similar items shall consist of standardized equipment and shall be so designed and constructed and accurately set up and adjusted to:
 - a. Operate the elevator under the conditions of load and speed specified, silently and without undue arcing;
 - b. Provide absolutely smooth acceleration and retardation of the elevator under all conditions of loading; and,

applied to hoisting motor and by dynamic braking before brake application.

- c. Failure of any static control device, speed measuring circuit or speed pattern generating circuit to operate as intended or occurrence of single accidental ground or short circuit shall not permit car to start or run if any hoistway door or gate is open or unlocked.
- d. Provide coordinated fault protection which protects entire power circuit and power semi-conductors against short circuit conditions; protects against limited faults arising from partial grounds, partial shorts in motor armature, or in power unit itself; protects drive motor against sustained overloads; and provides semi-conductor transient and incoming line phase sequence protection.
- e. Provide noise suppression chokes in the D.C. feeders to the hoist motors to eliminate noise and vibration to the building and to the elevator cab.
- f. Isolation Transformer: Protect building system power line against line voltage transients by providing each elevator drive with isolation transformer and devices to limit distortion to not more than 4% RMS of base 60 Hz line voltage, with frequencies above 600 Hz attenuated at minimum of 12 dB per octave.
- g. Measure voltage distortion requirements at secondary of building system transformer used to provide power to elevator system.
- h. All control wiring shall be isolated from power wiring to minimize inductive coupling.
- i. Submit, for review, applicable brochure and technical information as required for solid-state equipment.
- j. Provide adequate sound suppression equipment to control airborne and/or structure borne noises and vibrations acceptable to the Owner's Representative.
- k. Manufacturer shall provide means of absorbing regenerative power during normal and emergency standby operations.
- l. Limit the full load running and total in-rush current demand on the existing feeders to not exceed the feeders current ratings and the existing rating of the 3 phase disconnect protection.
- m. Insure that only two elevators can start in the UP direction in a loaded condition simultaneously.
- n. Provide non-proprietary adjusting or diagnostic tool with all levels

specified. Reuse mounting boxes, where possible, if not applicable provide new mounting boxes.

1. General: Provide buttons numbered to conform to floors served and the following:
 - a. Locate top operating button at 48" above floor.
 - b. Locate stop/run key switch and illuminating alarm button in bottom row at 35" above floor.
 - c. Provide "door open" and "door close" buttons located above alarm button and be of same design as car floor buttons.
 - d. Engrave panel with capacity, number of passengers and elevator number in 1/4" letters.
 - e. Phase II Operation: Provide fire emergency Phase II key switch, DO, DC, Stop switch, call cancel button in locked cabinet per code requirements. Provide Firefighters' Operation notice on the access door.
 - f. Firefighters Phone: Provide fire department phone jack located above the floor buttons and engraved instructions.
 - g. Provide operating permit frame to design and finish as approved by Owner's Representative. Locate on the service cabinet door panel.
 - h. Provide new applied type panels per car; integrate cabinets, buttons and engraving.
2. In-Car Lantern: Install 2-1/2" triangular shaped UP and Down direction indicators, set flush into a stainless steel faceplate, mounted flush to the face of door jamb, that is visible from the hall button stations. Locate the top of the faceplate to be level with the car door entrance header and be screw fastened to the door jamb.
3. Emergency Communication: Provide a complete communications system in compliance with CBC Title 24, Part 2, and Chapter 30. The new system must be compatible with the buildings telephone system. The system is to consist of a combination speaker/ microphone, amplifier, automatic dialer, hands free operation, including push button and call acknowledgment signal light. System to be equal to Viking Electronics Series E-1600 A device. Mount behind a pattern of holes as an integral part of the car panel. Automatic dialer shall be programmed as directed by Owner's Representative. Extend wiring from existing circuits to machine room termination junction box, from each elevator car. Connect and test for satisfactory operation.
1. Car Position Indicators: Remove existing and provide new car position

by raised white symbols on a black background. Provide Phase I Firefighters key recall and engraved instructions to be located at the designated recall floors.

- L. **Accessibility Signals:** Provide a floor passing and stopping voice and audible signals on each car to signal the cars intended operation and voice signal when elevators pass through a floor. The audibly adjustable voice and audible signal shall be no less than 20 decibels with a frequency no higher than 1500 HZ and adjustable to 45 decibels.
- M. **Machine Room Monitor, Security and Traffic Analysis Console:** Locate in Nos. 3 & 4 machine room; Provide manufacturer's standard machine room colored monitor panel or fixed in place computer laptop with minimum 14" colored monitor, with the following features as a minimum. Locate the monitors or laptops in the group dispatch panel and to be stored in the panels when not in use. All necessary communications wiring from group controller to individual controller shall be permanently wiring in the raceways between controllers. Manufacturer's console mounted system to comprise of colored CRT screen, printer, processor and keyboard. Following features are to be incorporated:
1. Car position indicator for each car with direction arrows.
 2. Traffic analysis recordings.
 3. Lights for each car showing car calls registered.
 4. Diagnostics and adjustment capabilities.
 5. Lights for each group showing hall calls registered.
 6. Jewel for each car indicating that it is parked and is the next available car.
 7. Jewel for each car indicating load weighing device is actuated and bypassing hall calls.
- N. **Firefighters Life Safety Control Station:** New Fire Life Safety Panels are to be installed as required by the City Fire Department and Elevator Code. Location of the new panel will be designated by the Fire Department. Required wiring from the new FireFighter's Life Safety Control Station to each of the four (4) Ground floor junction box. Elevator Contractor shall extend such wiring from the Ground floor junction boxes to their respective machine rooms. Connect all new wiring to the new controllers in each machine room and to the location of the new Ground Fire Alarm panel for indication, control and alarms.
1. Digital readouts with direction arrows indicating location and direction of travel of each elevator.
 2. Three position fire key switch with visual indication when Fire Service is in operation.
 3. A pilot light with sign reading EMERGENCY POWER in 1/8 inch letters

Terminate traveling cables at top of each hoistway and wire in conduit or raceway to each controller. Provide traveling cable with shielded cables as required for the all car communications, with a minimum of two spare, shielded pairs of cables per elevator.

- C. Work Light and Convenience Outlet: Provide two (2) work lights on top of car with grounded wire lamp guard. Provide convenience outlet with GFI protection on top of car.
- D. Stop Switch: Provide in each pit and on top of car per code.
- E. Alarm Gong: Six-inch size, 110 volt. Provide for each car to be actuated by corresponding alarm button or emergency stop switch.
- F. Auxiliary Disconnect Switches: Provide within both levels of the machine rooms and at remote equipment not in view of mainline switches; include all wiring and conduit.

2.7 CAR ENCLOSURES :

- A. Weigh each of the two (2) different load capacity elevators and designs car enclosures and complete frame prior to preparing submittal drawings and include results of weighing on submittal drawings. Reweigh the two different design cars at completion of the rehabilitated car enclosure to verify that the increase in weight complies with code section 8.7.2.15.2 Increase or Decrease in Deadweight of Car. Completely remove the existing car enclosures and internal panel finishes and provide complete new car enclosure and 12 gauge steel reinforced canopy. If the contractor cannot disassemble the old car enclosure from within or at the side of the car, then the Elevator Contractor shall temporarily remove and reinstall the external wall glass panel to complete the demolition or installation of the car assembly. All costs for removal and reinstall of the glass wall panels will be the responsibility of the Elevator Contractor.
 - 1. Steel Shell: Provide new 14 gauge panels. Paint internal surface black in color.
 - 2. Emergency Exit: Top of car exit per code.
 - 3. Ventilation: Provide new two speed ventilation fan mounted to top of canopy and mounted to canopy with ¼" thick rubber isolation blocks.
 - 4. Car Doors: Provide new doors, fabricated from 16 gauge 5WL rigidtex sheet steel of complete envelope design to return to the rear of door panel and be screw fastened at rear. New door panel to be internally reinforced with steel to insure rigidity and sound deadening. Provide two sliding guides per panel, located one inch from each end of panel. Provide full height neoprene astragals. Re-hang doors and adjust operation for smooth performance without appreciable noise.
 - 5. Rear Upper Wall: Provide the same design rear wall interior panels for

suspended ceiling to access each lighting fixture.

12. **Emergency Lighting:** Provide new emergency car lighting unit, mounted to the underside of car canopy above the drop ceiling panels, battery driven and self-rechargeable. Upon outage of normal power, the unit shall, within 5 seconds, light two 6-watt or larger incandescent lamps of sufficient intensity to illuminate the car operating panel per ADA requirements. The unit shall have sufficient capacity to keep the lights, in continuous operation for four hours and also the alarm bell for one hour. Provide a readily accessible switch for testing the unit in the service panel cabinet.
13. **Sills:** Remove the existing car sill and provide new extruded aluminum sill.
14. **Car Vents:** Locate equal number of stainless steel louver vents in side enclosure walls at base and top of enclosure of size and number to comply with code
15. **Handrail:** Provide a 1-1/2" diameter stainless steel handrail and matching support brackets, with center of handrail to be at 32" from floor level and be located on side wall adjacent to the car operating panel.
16. **Car Sill Toe Guards:** Provide new toe guards for each elevator car platform of extended length for compliance with Unintended Movement of car.

PART 3 - EXECUTION

3.1 GENERAL

- A. **Bidding Documents:** Bidders shall attend a mandatory bid conference, visit the site, examine all existing conditions of the "to be retained" equipment, examine any existing structural, electrical and mechanical plans. Any discrepancies which affect the elevator work or conditions adverse to the bidder's equipment shall be brought to the Owner's Representative attention in writing at least two weeks prior to the bid date. If no discrepancies are presented, changes required to accommodate bidders equipment becomes the responsibility and cost to Elevator Contractor. All work is to comply with the latest requirements of CCR Title 8. for Alterations performed after May 01, 2008. The Elevator Contractor shall sub contract all the design, manufacture and installation of all the works for the new Fire Alarm Panel to be interconnected to the Nos. 1-4 elevators and be responsible for such sub-contractors work to be completed when the new Fire Alarm Panel operations are to be interfaced to the new elevator controls operations per elevator and fire alarm code requirements.

3.2 PREPARATION

- A. **Field Measurements:** Field verifies all dimensions before proceeding with the work. Coordinate related work by other trades. Verify the following to be acceptable for modernization of elevators.

3. The Building Manager will provide a copy of the machine room door or other access door keys to the Contractor for copying and return.
 4. Each key shall be mounted on a ring with an approved 3" x 1" plastic or aluminum label tag, engraved to identify the purpose of the key.
- H. **Cleaning After Installation:** After the Alterations of each elevator has been completed and immediately prior to the carrying out of each acceptance test, the machine room floor and all equipment therein, shall be thoroughly cleaned down, preferably with vacuum cleaning equipment, and all dust, fluff, dirt, grit, excessive oil and grease and rubbish generally shall be removed from site.
- I. **Finish Painting After Tests:** After satisfactory completion of the last tests, any damage to the paint work shall be made good and the installation re-cleaned, after which at least one final coat of gloss oil resistant or enamel paint shall be applied by brushing or spraying in the Contractor's customary colors to all the existing and new equipment, conduit and metal work in the machine room.

3.4 PROGRESSIVE USE BY OWNER :

- A. When the first elevator is completion, tested and inspected and declared ready for service, before start of next elevator, the Owner will be given the elevator and place them into automatic service and be group or simplex operated with the remaining elevators.
- B. The elevators must be tested and inspected by regulatory agencies and a permit to operate issued. Field quality control tests will be witnessed by the Owner's Representative.
- C. An examination and testing of each elevator shall be performed in the presence of the Owner's Elevator Consultant to determine condition of elevators and finishes, before the elevator is placed into service.
- D. The elevators are to run satisfactorily for a period of three (3) business days of the garage, after acceptance by the State Inspector and the Owner's Elevator Consultant, before next elevator Alterations commences.
- E. During this period, the Elevator Contractor is to maintain all elevators as specified by City of Sacramento Maintenance specification.

3.5 FIELD QUALITY CONTROL

- A. **Tests:** Upon completion of first elevator, Contractor shall provide all necessary instruments, weights and personnel to conduct the California State Elevator Safety inspections and the following performance tests, which shall be witnessed by the Owner's Elevator Consultant. The Contractor shall submit a complete report describing the results of the tests and a comprehensive list of all final adjustable parameters and timers, a copy of such is to be included in the maintenance manuals.

3.6 INSTRUCTIONS: Instruct Owner's personnel in proper use of each system. Provide two (2) hours of instructions, given in two one (1) hour sessions. Elevator contractor to arrange for audio/video the instruction section and provide the City Of Sacramento a CD of the instructions section.

3.7 COMPREHENSIVE MAINTENANCE

A.

Contractor shall provide complete continuing comprehensive maintenance of the four (4) elevators being Altered at no additional costs. The maintenance is to be done strictly in accordance with all requirements of the City of Sacramento Maintenance specification Exhibit #1. The maintenance is to start immediately from the time the Alteration contract is awarded. The maintenance shall continue for each elevator after Alterations and return to normal service. The maintenance shall continue for a warranty period of 12 months after the date that all the Altered elevators have been satisfactorily completed and accepted and have been operating on full group control. The date for the start of the 12 month warranty period will be the date of final acceptance of the last accepted elevator operating satisfactorily on group control. There shall be no added costs for any deferred maintenance or pro rata of the existing retained equipment or exclusions from City of Sacramento Maintenance specification. If the existing maintenance contractor is awarded the Alterations project, they shall agree to negotiate a reduced monthly maintenance cost from the start of the Alteration contract and until the completion of the 12 months warranty period of the last completed elevator.

B. Examination:

1. Include systematic examination based on the minimum hours and frequency as set out in the Maintenance Specification. Adjustment and lubrication of elevator equipment whenever required and replacement of defective parts with parts of same manufacture as required for proper operation.
2. Contractor not responsible for repairs to car enclosures, door panels, frames, sills or platform flooring resulting from normal usage or misuse, accidents and negligence for which Contractor is not responsible. Contractor is responsible for repairs and replacements to car lighting wiring, fixtures and bulbs/tubes
3. Contractor is responsible for all repairs to the inbuilt emergency telephone system from each circuit entrance to the elevator machine room through to the instrument in each of the elevator car.

C. Performance Standards:

1. Maintain the performance standard set forth in the City's Maintenance Specification and maintain correct operation of the dispatching system.

buttons.

- g. Twelve fuses of each type installed.
- h. One set of DC motor brushes of each type installed.
- i. Any other parts required for prompt replacement.
- j. Lubricants and cleaners of all types used for maintenance.

2. Replacement Parts: Keep the following parts in a warehouse within 40 miles of the project premises. The cost of these parts are the Contractors responsibility and not included in the bid price

- a. One door operator motor of each type used.
- b. Hanger sheaves for car and hoistway doors.
- c. Two complete door interlocks.
- d. Plug-in solid state boards for controllers, selectors and door motors.
- e. One complete set of SCR or VVVF Flux Vector drive components.
- f. Parts for door protective devices.
- g. One spare solid state control board of each board installed.
- h. Such other parts as are needed to insure prompt replacement in event of elevator shutdown.

H. Maintenance Data: Three months prior to final acceptance, submit three (3) sets of complete and accurate maintenance data specific for each elevator. Final payment will not be made until received.

- 1. Manuals: Describe proper use and maintenance of equipment, lubrication points, types of lubricants used and frequency of lubricant application. A complete report of the Field Quality Control Tests, including final adjustable parameters and all timer settings.
- 2. Parts Catalogs: Complete listing of all parts of equipment and components used in the installation.
- 3. Wiring Diagrams: After completion and acceptance, provide one laminated set mounted in machine room, one reproducible mylar set and one blue line set delivered to Owner's Representative. Wiring diagrams shall be as-built, specific for this installation and reference identification on drawings shall match points identified on terminals of controllers. Owner's Representative will advise which wall diagrams are to be mounted and method of fixing.
- 4. Maintenance and Adjusting Tool and Software Servicing Instructions: Provide adjusting/maintenance tools and supporting software documentation required for the complete maintenance of the entire system including diagnostics and adjusting. Maintenance tool may be hand held or built into control system and shall be the type not requiring recharging

MAINTENANCE SPECIFICATIONS

1.0 ELEVATOR SPECIFICATION

1.1 Scope

Contractor shall perform complete preventive maintenance service, repairs and call-backs on all equipment. Unless otherwise specified, maintenance service applies to all parts of the elevator and escalator equipment. All features of operation, control and dispatching included in the original installation or as altered, shall be functionally maintained. Contractor shall make the necessary number of service inspections required to maintain and repair all elevators and escalators in accordance with the specification and in prime operating condition using industry best practices at all times. Sign in sheets and logs itemizing: dates and types of PM work performed shall be required and posted in all machine rooms. Detailed service tags must be left with designated City representative for each repair or visit listing work performed and time logged. Description of work performed must accompany all invoices. Electronic reports are acceptable alternatives to written reports. Some equipment may require service duties to be performed on a specific day or time to accommodate building tenants or traffic patterns. Any work not specifically mentioned, but which is needed to make the work complete within the intent of these specifications, shall be performed without additional cost. Any questions requiring interpretation or clarification of these specifications shall be referred to the Building Maintenance Superintendent or designated representative.

If during the term of the contract; code changes are enforced by Statutory Authorities that affect the scope of the contract, the Contractor shall negotiate with the City a legitimate cost adjustment to the contract for the additional work required to meet the code changes applicable.

1.2 Work, Codes and Material Furnished

The Contractor shall furnish the following work and materials under this Contract conditions and in compliance with Elevator Safety Orders of California Administrative Code. Title 8, Chapter 4. Subchapter 6, applicable to the Group number of the elevators installed or Altered at the date of bids received by the City. Periodic Inspections and Periodic Tests when applicable to the elevator or escalator are to be included in this contract.

- E. Test the car emergency lighting, fire fighter operation per code, other emergency operating devices and seismic operation on a monthly basis. Check and repair, or replace as necessary, car emergency telephones during each service visit to confirm the operation of the telephone service to the designated answering site. City will be responsible for repairs for line coming into building.
- F. Perform inspections and tests of all safety devices, governors, buffers, etc. per State of California Code of Regulations Title 8 Subchapter 6, Articles 7 and 28 for GROUPS II AND III CONVEYANCES. Perform inspections and testing of GROUP IV conveyances per Title 8 Subchapter 6, Articles 41 & 42. 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 Building Maintenance Superintendent or designated representative 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.
- G. 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.
- H. Provide 24-hour emergency callback service for all equipment maintained hereunder at no additional cost to the City of Sacramento.
- I. Emergency callback shall consist of prompt response to requests from authorized representatives for emergency services on any day of the week, at any hour of the day or night. An "emergency call-back" is defined as any requirement to extract persons "trapped" in an elevator and/or to restore equipment to normal operation between regular service calls or "prompt response" is defined as:
- a. Thirty (30) minutes if people are "trapped" in an elevator,
 - b. Sixty (60) minutes for all other emergency callbacks,
- Failure to meet the above times may be considered reason for termination, withholding of payment, and/or hiring of another elevator contractor to complete the work at the current contractor's expense. Cost for emergency service described herein shall be included in the monthly rate of the contract.
- J. 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 when the standby mechanic does not respond.
- K. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision shall survey the condition of each elevator and escalator on an annual frequency to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with the Owner's Representative responsible for that

furnished by City) and ballasts are the responsibility of the elevator contractor, within the terms of the contract. If there are items for repairs or supplies furnished by Contractor to City outside of scope of maintenance contract then the Contractor shall provide, in advance, the cost estimate of said repairs or supplies to be furnished. If the repair proposal is acceptable to the Building Maintenance Superintendent, a separate purchase order will be issued.

- C. Contractor shall not be responsible for replacement of obsolete parts, and shall contact the Building Maintenance Supervisor and demonstrate visually and with documentation that the parts or equal parts are not available, prior to submitting costs to replace the parts. The Contractor will furnish a detailed cost estimate for the services and materials necessary to correct the deficiency. If the repair proposal is acceptable to the Building Maintenance Superintendent, a separate purchase order will be issued.
- D. On each visit to a building, prior to commencing work, Contractor or its employees shall notify the building manager or other designated representative of the City of their presence and intent to work. Appropriate and applicable signage shall be used when servicing equipment per car per floor. Each employee must at all times maintain and wear uniform with company logo.
- E. Alterations of Elevators or Escalators: During the term of the contract if the City elects to make major Alterations to an elevator or escalator, the existing contractor and other selected contractors will be asked to provide bids for major Alterations, based on specification document prepared by the City's Elevator Consultant.

1.4 Equipment Performance

- A. Elevators shall be kept in adjustment to provide:
 - Smooth starting and leveling without jars or bumps.
 - Full-speed riding free of sway and vibration.
 - Quiet operation of cars and doors.
- B. Periodic checks of the condition and performance of equipment by the duly authorized City Representative will be made. Any discrepancies shall be corrected and performances shall be brought up to these standards and maintained at all times during the Contract.
- C. Contractor shall also make adjustments to door waiting times, etc., to suit building requirements when so requested by the Building Maintenance Superintendent or designated representative.

representative. Report shall be on a form approved by the City and shall include brake to brake times, cycle times, door open and door close time, door waiting times, ride quality and other pertinent information. Failure to meet the above work may be considered reason for termination, withholding of payment, and/or hiring of another elevator contractor to complete the work at the current contractor's expense. If it is necessary to adjust an elevator and escalators on a more frequent time period, contractor shall abide by the request from the Building Maintenance Superintendent or designated representative. Bi-annual adjusters report will include but not be limited to:

- Using oscilloscope or equal device, adjust acceleration, deceleration, leveling and other necessary motor control functions.
- Clean and adjust all brakes.
- Adjust all load weighing devices, using test weights.
- Test and calibrate governors.
- Thoroughly evaluate and correct any problems with signal, dispatch or zoning circuitry.

Note: Failure to comply with any reporting requirements stated in the Bid or required by law shall result in withholding of payment to vendor until all required reports are submitted and approved by the City. (No exceptions)

1.6. Wiring and Construction Prints

- A. All wiring and construction prints or diagrams of elevators covered under this contract are the property of the City and upon termination of this Contract shall be delivered to the Building Maintenance Superintendent or designated representative. Absolutely no changes are to be made to the circuitry or mechanical systems without prior approval of the Building Maintenance Superintendent. Any changes without prior approval may be considered a breach of contract. All changes in circuitry made by the Contractor shall be properly recorded on the diagrams, including date of change and name of person making same. It is the responsibility of the Contractor to maintain clean, legible, readable and accurate schematics and wiring diagrams at all times. Prints and diagrams are to remain on the job site and are the property of the City.
- B. All changes to diagrams and new diagrams furnished shall be mounted to hard board or masonite and kept in the elevator machine room.
- C. Existing straight line or schematic diagrams mounted on hard board or masonite (or



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606	CONTACT NAME: Helen Chen	
	PHONE: 312-288-7489 FAX: 312-621-6865 E-MAIL: tke.certificates@willis.com	
INSURED THYSSENKRUPP ELEVATOR CORPORATION 940 RIVERSIDE PKWY STE20 SACRAMENTO CA 95605	PRODUCER CUSTOMER #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER B: Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
	INSURER C: Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
	INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CKDO-8N3NDZ-111028102310 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	General Liability			037205277 037205276	10/01/2011	10/01/2012	Each Occurrence	\$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability						Damage to Rented Premises (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur						Med Exp (Any one person)	\$5,000
							Personal & Adv. Injury	\$2,000,000
							General Aggregate	\$2,000,000
Gen'l Aggregate Limit Applies Per:							Products-Comp/Ops Agg	Included
<input checked="" type="checkbox"/> Pol <input type="checkbox"/> Proj <input type="checkbox"/> Loc								
B	Automobile Liability			ASKZ91438879011 (AOS) ASJZ91438879031 (PR)	10/01/2011	10/01/2012	Combined Single Limit (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> Any Auto						Bodily Injury (Per person)	
	<input type="checkbox"/> All Owned Autos						Bodily Injury (Per accident)	
	<input type="checkbox"/> Scheduled Autos						Property Damage (per accident)	
	<input type="checkbox"/> Hired Autos							
<input type="checkbox"/> Non-Owned Autos								
	Umbrella Liab						Each Occurrence	
	Excess Liab						Aggregate	
	Deductible Retention \$							
C	Worker's Compensation and Employers' Liability	Y/N		WLRC46771667 (AOS) WLRC46771679 (CA, MA)	10/01/2011	10/01/2012	WC Statutory Limits	X
	Any Proprietor / Partner / Executive Officer / Member Excluded? (Mandatory in NH)		N/A				Other	
	EL Each Accident						\$1,000,000	
	EL Disease - Ea Employee						\$1,000,000	
	EL Disease - Policy Limit			\$1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: ELEVATOR MODERNIZATION JOB# 090-2318M CITY HALL ELEVATOR RENEWAL, 1000 I STREET, SACRAMENTO, CA

CITY OF SACRAMENTO C/O EBIX BPO 212 KENT STREET PORTLAND MI 48875	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative <i>Andrea Paris</i>

ADDITIONAL INFORMATION

Date
10/28/2011

PRODUCER

WILLIS OF ILLINOIS INC
233 S WACKER DRIVE SUITE 2000
CHICAGO IL 60606

Company
E

Company
F

INSURED

THYSSENKRUPP ELEVATOR CORPORATION
940 RIVERSIDE PKWY STE20
SACRAMENTO CA 95605

Company
G

Company
H

TEXT

The Additional Insured(s) listed below are added as an Additional Insured(s) with respect to Automobile and General Liability policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

CITY OF SACRAMENTO

The insurance shall be primary and non-contributing with respect to the Additional Insured where required by written contract.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability and/or Workers' Compensation and/or Automobile policies where required by written contract and only to the extent that coverage is afforded under these policies.

CERTIFICATE HOLDER	Serial #:	CKDO-8N3NDZ-111028102310
CITY OF SACRAMENTO C/O EBIX BPO 212 KENT STREET PORTLAND MI 48875		

Expiring: 10/01/2012

Cert ID: CKDO-8N3NDZ-111028102310
Policy No.: ASKZ91438879011 (AOS) & ASJZ91438879031 (PR)

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

NAMED INSURED: ThyssenKrupp Elevator Corporation and all Subsidiaries

ADDITIONAL INSURED(s):
CITY OF SACRAMENTO

**JOB: RE: ELEVATOR MODERNIZATION JOB# 090-2318M CITY HALL ELEVATOR RENEWAL, 1000 I STREET,
SACRAMENTO, CA**

EFFECTIVE DATE: 10/01/2011

BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

WHO IS AN INSURED is amended to include as an insured the person or organization required by written contract, but with respect to liability arising out of "your work" for the insured by or for you.

Expiring: 10/01/2012

Cert ID: CKDO-8N3NDZ-111028102310
Policy No.: 037205277 & 037205276

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED ENDORSEMENT
BLANKET AUTOMATIC
(WHEN REQUIRED BY WRITTEN CONTRACT)**

NAMED INSURED: ThyssenKrupp Elevator Corporation and all Subsidiaries

ADDITIONAL INSURED(s):
CITY OF SACRAMENTO

JOB: RE: ELEVATOR MODERNIZATION JOB# 090-2318M CITY HALL ELEVATOR RENEWAL, 1000 I STREET,
SACRAMENTO, CA

EFFECTIVE DATE: 10/01/2011

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

**Additional Insured Endorsement
Blanket Automatic (When Required By Contract)**

It is hereby understood and agreed that Section II - Who Is An Insured - is amended by adding the following Part 5:

5. Any person, firm, corporation or government body for whom the named insured is obligated by virtue of a written contract or agreement entered into with respect to the named insured's manufacture, sale, distribution, installation, service, repair or inspection of elevators and related devices, parts and components, to afford coverage such as is provided by this policy.

The coverage provided for any such additional insured is expressly limited to apply only to liability arising out of operations conducted by or for the named insured under the written contract or agreement and then only to the extent required by such written agreement. No coverage is provided for any additional insured for the liability which arises in any manner, directly or indirectly, other than from operations conducted by or for the named insured.

Expiring: 10/01/2012

Cert ID: CKDO-8N3NDZ-111028102310
Policy No.: WLRC46771667 (AOS) & WLRC46771679 (CA, MA)

**WAIVER OF SUBROGATION/BLANKET TRANSFER OF OUR RIGHT TO
RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

BLANKET WAIVER AS REQUIRED BY WRITTEN CONTRACT

ADDITIONAL INSURED(s):
CITY OF SACRAMENTO

**JOB: RE: ELEVATOR MODERNIZATION JOB# 090-2318M CITY HALL ELEVATOR RENEWAL, 1000 I STREET,
SACRAMENTO, CA**

We waive any right of recovery we may have against the person or organization specified in the written contract because of payments we make for injury or damage arising out of "your work" done under contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule and only to the extent required by written contract.