

CITY OF CHICO

PUBLIC WORKS DEPARTMENT

CHICO, CALIFORNIA



NOTICE INVITING BIDS

SPECIAL PROVISIONS

PUBLIC WORKS CONTRACT

BID PROPOSAL

FOR

ELEVATOR MAINTENANCE AND REPAIR SERVICES

853-660-5330/930-640-5555
Budget Account No.

Bid Opening Date
April 10, 2015 - 2:00 p.m.

CITY OF CHICO - PUBLIC WORKS DEPARTMENT
CHICO, CALIFORNIA

NOTICE TO CONTRACTORS

ELEVATOR MAINTENANCE AND REPAIR SERVICES

BUDGET ACCOUNT NOS. 853-660-5330/930-640-5555

NOTICE INVITING BIDS - The City of Chico will receive sealed bids for the above at the Public Works Department, 411 Main Street, Second Floor, Chico, California 95928, until **2:00 p.m. April 10, 2015**, at which time they will be publicly opened and read.

GENERAL WORK DESCRIPTION - Perform routine monthly preventative maintenance, repair services and required testing as needed on elevators located in the following City of Chico facilities:

1. CHICO MUNICIPAL CENTER, 411 MAIN ST, CHICO, CA
2. CHICO PARKING STRUCTURE, 329 SALEM ST, CHICO, CA
3. OLD MUNICIPAL BUILDING, 441 MAIN STREET, CHICO CA
4. CHICO MUSEUM, 141 SALEM ST, CHICO, CA
5. STANSBURY HOME, 307 WEST 5TH ST, CHICO, CA

BIDDERS INFORMATION - Bidders instructions, specifications and/or plans may be secured from the Public Works Department, 411 Main Street, Chico, CA 95928; Telephone (530) 894-4211.

BID SUBMITTAL REQUIREMENTS - Bidders may only submit their bids on proposal forms provided by the City. **Bids must be submitted in a sealed envelope plainly marked on its outside with the item title and the bid opening date.** Each bid must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the CITY OF CHICO in an amount equal to at least ten percent (10%) of the annual bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

BID AWARD PROVISIONS; REJECTION - An award of bid, if a bid is awarded, will be made to the lowest responsible bidder whose bid complies with the City's requirements within ninety (90) days of the bid opening date. The City reserves the right, in its sole discretion, to reject any bid which fails to meet bid requirements in any respect, to reject all bids for any reasons whatsoever and to waive minor irregularities in any bid. In addition to its right to accept or reject any and all bids, the City reserves the right in its sole discretion to base the award of bid on the inclusion of any, all, or none of the additive or alternate bid items included in the bid proposal.

INSURANCE; BONDS; REQUIRED - The bidder to whom a contract is awarded will be required to furnish to the City evidence of insurance coverage(s) in full compliance with the provisions of the contract documents. **Bidder shall have 14 days to provide said evidence of insurance coverage. Failure to provide such evidence after said period will constitute a non-responsive performance with respect to the insurance requirements. After that period and finding, the City may at its sole discretion declare the proposal non-responsive and withdraw any offer of award.**

OUT-OF-STATE VENDORS - Since the City is required to pay the California use tax on goods purchased from an out-of-state vendor, out-of-state vendors who do not pay California sales tax, directly or subject to a California State Use Tax Permit, must include the use tax in the bid total. The use tax shall be calculated based on the sales tax rate applicable in the City of Chico at the time the bid is prepared.

LICENSING REQUIREMENTS - At the time the City awards the contract for this project, the Contractor shall possess a C-11 Elevator Contractors' License or a combination of classes required by the categories and types of work included in the this contract.

PREVAILING WAGES - The City has determined that payment of State and/or Federal Prevailing Wages will not be required on this project.

PUBLISH DATE: 3/20/15

CITY OF CHICO
PUBLIC WORKS DEPARTMENT
SPECIAL PROVISIONS FOR

ELEVATOR MAINTENANCE AND REPAIR SERVICES

PROJECT NO. 853-660-5330, 930-640-5555

SECTION 1. GENERAL

A. GENERAL INFORMATION

1. The City of Chico, Public Works Department, will accept bids for:

Elevator maintenance, repair services and required testing at specified locations. The services will be for a term of five (5) years from the date of notice to proceed.

2. Bid Opening: April 10, 2015

Public Works Department, 411 Main Street, Second Floor, Chico, California, in accordance with Notice Inviting Bids.

3. Bidder's Form:

All bids must be submitted on the form attached hereto entitled "BID PROPOSAL FORM – ELEVATOR SERVICES" in a sealed envelope plainly marked on the outside "Bid for Elevator Services – April 10, 2015."

If the proposal is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business address of the president, secretary and treasurer.

4. Award of Bid:

The award of the bid, if awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. Bids may be submitted on base bid and/or on one or all alternates as applicable. Pursuant to the provisions of Section 3.20.050 of the City Municipal Code, the City reserves the right, in its sole discretion, to accept any proposal or reject any or all proposals and to waive any irregularities in any proposal.

The award, if made, will be made within ninety (90) days after the opening of the bids. Payment shall be made within forty-five (45) days after completion of work, and upon receipt of invoice.

5. Miscellaneous

The following specifications will describe the work to be bid. Items described in these specifications shall be bid as part of the work, with items not specifically mentioned being a part of this bid.

Prices quoted shall include ALL TAXES, F.O.B. 411 Main Street, Chico, CA 95928.

The City of Chico encourages vendors to submit bids although their bid may not meet City Specifications in their entirety. Vendors should note exceptions where applicable. The City also encourages vendors to contact the **Facilities Manager, Kirby White at 530-894-4211** for additional information prior to bidding, if needed.

The City of Chico, the City Council, or the Public Works Department shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

Contractor shall obtain a City of Chico Business License and shall maintain same in a current status for the duration of the project.

B. DESCRIPTION OF WORK

Contractor will maintain the elevator equipment as follows:

The contractor will use skilled, trained personnel, supervised and directly employed by them and use reasonable care to see that the equipment is maintained as set forth herein. The contractor will regularly and systematically examine, adjust, lubricate, and if conditions warrant, repair or replace the following:

1. MACHINE: including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.
2. PUMP UNIT: including pump, V-belts, strainers, silencers, springs and gaskets.
3. MOTOR: including motor windings, bearings, rotating element, commutators, brushes and brush holders.
4. MOTOR GENERATOR: including windings, bearings, rotating element, commutators, brushes and brush holders.
5. JACK UNIT: including plunger, guide bearing, packing and packing gland.
6. CONTROLER: including relays, resistors, contacts, coils, leads, transformers, fuses, timing devices and solid state components.
7. VALVES: including relief valve, pilot, lowering, leveling and checking valves: or any of the parts thereof.
8. DISPATCHING EQUIPMENT: including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components.
9. SELECTOR: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.
10. GOVERNOR: including sheave, bearings, shafts, contacts and governor jaws.
11. CAR: including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and subflooring.
12. HOISTWAY: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer.
13. ACCESSORY EQUIPMENT: including all accessory elevator equipment previously installed.

14. FIXTURES: car and hall button stations, master indicator control panels, all signal fixtures including contracts, buttons, key switches and locks. Lamps and sockets will be replaced during regular examinations.
15. FURNISH LUBRICANTS: compounded to specifications and selected to give the best performance.
16. FURNISH AND MAINTAIN: hydraulic fluid at proper operating level.
17. WIRE ROPES: will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
18. STATE TESTING: On an annual basis and for each elevator, systematically perform tests as required by State of California Department of Industrial Relations, Division of Occupational Safety and Health (OSHA).
19. ANNUAL TESTING: Contractor will provide mechanic to stand by for one (1) hour for annual fire testing with City's alarm company. Any additional time due to issues not related to the elevator will be billed at the standard hourly rate.
20. FIVE YEAR LOAD TEST
When required by DOSH Code.

C. TYPE OF EQUIPMENT

| Location | Address | Brand | Type | ID | # stops |
|-----------------------------------|------------------|--------------|-------------------|-----------|----------------|
| Chico Municipal Ctr Location A | 411 Main Street | U.S. | Hydraulic | 105035 | 3 |
| Chico Municipal Ctr Location B | | U.S. | Hydraulic | 105046 | 3 |
| Downtown Parking Location A | 329 Salem Street | Dover | Hydraulic | 104909 | 3 |
| Downtown Parking Location B | | Dover | Hydraulic | 104910 | 3 |
| Old Municipal Bldg | 441 Main Street | TKE | Hydraulic | 152641 | 2 |
| Chico Museum | 141 Salem Street | TK | Access Dumbwaiter | 120458 | 2 |
| Stansbury House | 307 W 5th Street | TK | Access Dumbwaiter | 117191 | 2 |

D. ADDITIONAL SERVICES

Shall include repair of elevator equipment, troubleshooting problems, installation, parts, materials, inspections and/or providing recommendations for expansion, enhancement or replacement of said systems as requested and approved by City. Rates for additional services will be at service call hourly rates and current list price for supplies, materials and parts as listed on bid proposal.

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

Contractor

SAMPLE CONTRACT

Project Title

Budget Account Number

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SAMPLE CONTRACT

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THIS CONTRACTUAL SERVICES AGREEMENT (Agreement) is entered into on _____, 20____, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and _____, a(an) individual/partnership/California (or other state of incorporation) corporation, (Contractor).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and Contractor agrees to provide City, at its own cost and expense, all services and furnish all labor and materials necessary to complete in a good, professional and substantial manner, the contractual services indicated and described in SECTIONS 2 and 3, respectively.

SECTION 2 - SCOPE OF CONTRACTUAL SERVICES - BASIC

Contractor shall perform those basic contractual services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF CONTRACTUAL SERVICES - BASIC.

SECTION 3 - SCOPE OF CONTRACTUAL SERVICES - ADDITIONAL

City and Contractor agree that it may be necessary for Contractor to perform or secure the performance of related contractual services other than those set forth herein. In such instance, Contractor shall advise City, in advance and in writing, of the need for such additional contractual services, their cost and the estimated time (if appropriate) required to perform them. Contractor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic contractual services to be provided by Contractor and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B, accordingly.

SECTION 4 - COMPENSATION

Contractor shall be compensated for contractual services rendered to City pursuant to this Agreement periodically at the rate as set forth in EXHIBIT C, entitled "COMPENSATION," and in accordance with all other applicable provisions of this Agreement. Amounts due to Contractor from City for contractual services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the contractual services invoiced were provided. City will make payment on each such invoice within 45 days of receipt of it. However, if Contractor submits an invoice which is incorrect, incomplete or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services contemplated under this Agreement. In procuring the professional services of others to assist Contractor in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Contractor shall not employ or otherwise obtain the professional services of any person or entity known to Contractor or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Contractor further warrants that Contractor will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this Project for which professional services are rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the contractual services contemplated by this Agreement, City shall:

- 6.1** Guarantee access to and make all provisions for Contractor to enter upon City property as required for Contractor to perform Contractor's contractual services.

6.2 Designate in writing a person(s) to act as City's representative with respect to the services to be performed under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's contractual services.

6.3 Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in the contractual services.

SECTION 7 - INDEMNIFICATION

Contractor shall indemnify City, its officers, boards and commissions, and members thereof, its employees and agents from any and all liabilities which might arise out of or relating to this Agreement and/or performance. Should City or any of its officers, boards and commissions, and members thereof, its employees or agents, be named in any suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, Contractor shall defend City and said officers, boards and commissions, and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

SECTION 8 - INSURANCE PROVISIONS

Any requirements by City that Contractor carry general liability or any other type of insurance in connection with the services to be performed and/or contractual services to be rendered by Contractor pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Contractor shall maintain all books, records, documents, accounting ledgers and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for such access and inspection. Contractor shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 3 hereinabove.

9.2 Assignment

This Agreement is binding on the heirs, successors and assigns of the parties hereto and shall not be assigned by either City or Contractor without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Contractual Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic contractual services to be provided under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Contractor as to the extent of said

impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of an amendment by City and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All contractual services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.

9.5 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

9.6 Independent Contractor

City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Contractor shall be solely responsible for the conduct and control of the services performed under this Agreement. Contractor shall be free to render contractual services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

9.7 Permits and Licenses

Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the services.

9.8 Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the services.

9.9 Integration; Amendment

This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.10 Control of Services - Direction

City representative(s) designated pursuant to Subsection 6.2 of this Agreement shall decide all questions which may arise as to the quality or acceptability of materials furnished and services performed and as to the manner of performance and rate of progress of the services, all questions which arise as to the interpretation of the specifications, all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor and all questions as to claims and compensation.

9.11 Interpretation of Specifications

Should it appear that the services to be done or any matter relative thereto is not sufficiently detailed or explained in any specifications, special provisions, and/or related

documents, Contractor shall apply to the City for such further explanations as may be necessary and shall conform to such explanations or interpretations as part of this Agreement, so far as may be consistent with their original intent. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City's representative(s), whose decision thereon shall be final.

9.12 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Contractor notice to proceed with the services. Such notice may authorize Contractor to render all of the contractual services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Contractor shall diligently proceed with the services as authorized.

9.13 Subcontracts

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the services to be performed under this Agreement. Contractor shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this Agreement.

9.14 Term; Termination

The term of this Agreement shall commence upon City's issuance to Contractor of a notice to proceed for all or a portion of the contractual services, as hereinabove provided, and terminate five (5) years from the date of such notice to proceed.

For each succeeding 12-month term of this Agreement, Contractor may request City to adjust the compensation rate(s) during such term. Contractor's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefor in response to Contractor's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Contractor's documented costs exceed 7.5 percent.

Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all service rendered and services performed for City to the date of such termination.

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

Contractor

SAMPLE CONTRACT
Project Title

Budget Account No.

EXHIBIT A

SAMPLE CONTRACT
DESCRIPTION OF PROJECT

SAMPLE CONTRACT

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

Budget Account No.

EXHIBIT B

SCOPE OF CONTRACTUAL SERVICES - BASIC

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

(List detail of tasks)

Services to be Provided by City

SAMPLE CONTRACT

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

Budget Account No.

EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined in this Agreement, shall not exceed
\$_____.

Please insert payment terms, i.e., description of services,
unit pricing, quantity, costs, etc.

SAMPLE CONTRACT

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

Contractor

Project Title

Budget Account No.

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Director.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of

Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

Automobile Liability Insurance

SAMPLE CONTRACT

Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A. M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

Subcontractor Insurance

Contractor shall require all subcontractors, who are performing services for Contractor under this Agreement, to obtain and maintain commercial general liability insurance and automobile liability insurance with the same minimum policy limits as set forth above for Contractor. Evidence of such coverages shall be maintained by Contractor and provided to City upon request.

Workers' Compensation Insurance

Contractor shall, at Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Contractor shall also require all of Contractor's subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Contractor or Contractor's subcontractors to City upon request.

Subrogation

SAMPLE CONTRACT

Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Contractor or Contractor's subcontractors for City under this Agreement.

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

Contractor

SAMPLE CONTRACT
Project Title

Budget Account No.

EXHIBIT E

SPECIAL PROVISIONS

SAMPLE CONTRACT

IF NO SPECIAL PROVISIONS ARE REQUIRED, ENTER "NONE."

SAMPLE CONTRACT

CITY OF CHICO
PUBLIC WORKS DEPARTMENT

BID PROPOSAL FORM

ELEVATOR MAINTENANCE AND REPAIR SERVICES

PROJECT NO.853-660-5330/930-640-5555

TO THE CITY OF CHICO

The undersigned declares that he/she has carefully examined the location of the proposed work, examined the plans and specifications, and read the accompanying instruction to bidders, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, if any, and specifications and special provisions, for the unit price or lump sum set forth below.

The undersigned further agrees that in case of default in executing the required contract within ten (10) days not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Chico.

Licensed in accordance with an act providing for the registration of contractors, License No. _____.
City of Chico Business License No. _____

| A. | <u>BID ITEM</u> | <u>DESCRIPTION</u> | <u>MONTHLY</u> | <u>ANNUAL</u> |
|----|-----------------|----------------------|----------------|---------------|
| | City Facilities | Elevator Maintenance | \$ _____ | \$ _____ |

B. SERVICE CALLS

1. Hourly Rate for Service Calls During City Business Hours
(Monday thru Friday, 8:00 a.m. to 4:30 p.m.) \$ _____/hour
2. Hourly Rate for Service Calls After City Business Hours
(Emergency Responses) \$ _____/hour

C. PARTS - ADDITIONAL SERVICES

Percentage markup on list price for repairs if needed for additional services _____%

The City of Chico reserves the right to accept or reject any or all items of any bid or additive bid at its sole discretion.

Company Name

Signature of Bidder

Address

Name/Title

City/State/Zip

Phone

email

Fax

CITY OF CHICO

PUBLIC WORKS DEPARTMENT

BID PROPOSAL FORM

ELEVATOR MAINTENANCE AND REPAIR SERVICES

PROJECT NO.853-660-5330/930-640-5555

TO THE CITY OF CHICO

(If an individual, so state. If a firm or co-partnership, state firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager thereof.)

Dated: _____