



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Two-Year Contract for Elevator Services with Elevator Services Company, of North Highlands (\$21,468.66) and to Negotiate and Extend Contract for an Additional Two-Year Term

**MEETING DATE:** October 5, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute two-year contract for elevator services with Elevator Services Company, of North Highlands, in the amount of \$21,468.66, and to negotiate and extend contract for an additional two-year term.

**BACKGROUND INFORMATION:** This service contract will provide for ongoing elevator services on both a scheduled and on-demand basis to 11 elevators located at City Hall, Carnegie Forum, Police Facility, Lodi Station Parking Structure, Public Safety Building, and Hutchins Street Square. The 11 elevators represent all elevators in City-owned facilities. Elevator inspections done yearly by the State of California are not covered under the service contract and will incur a separate charge.

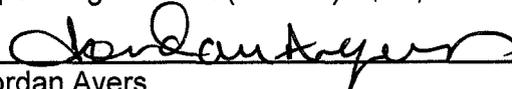
Specifications for this project were approved on June 15, 2011. The City received the following six bids for this project on August 24, 2011.

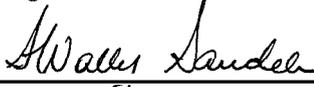
Bidder	Location	Bid
Elevator Services Company	North Highlands	\$ 21,468.66
Schindler Elevator	Sacramento	\$ 23,035.00
Kone Elevators	West Sacramento	\$ 23,131.00
Thyssen Krupp Elevator	West Sacramento	\$ 24,783.68
Otis Elevator	North Highlands	\$ 30,941.00
Elevator Technology, Inc.	El Dorado Hills	\$ 32,250.00

The contract shall be for the initial term of two years, with the City Manager authorized to negotiate an extension of the contract for an additional two-year term if in the best interest of the City. The contractor will invoice the City monthly for actual work performed.

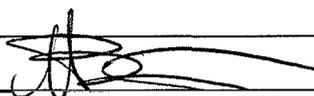
**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Funds for elevator services will be coming from the Facilities Services Operating Account (103511): \$21,468.66

  
 \_\_\_\_\_  
 Jordan Ayers  
 Deputy City Manager/Internal Services Director

  
 \_\_\_\_\_  
 F. Wally Sandelin  
 Public Works Director

Prepared by John Munoz, Facilities Supervisor  
 FWS/JM/pmf

**APPROVED:**   
 \_\_\_\_\_  
 Konradt Bartlam, City Manager

**ELEVATOR MAINTENANCE  
FOR CITY OF LODI FACILITIES**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and ELEVATOR SERVICES COMPANY, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special General Conditions
- Bid Proposal
- Contract

All of the above documents, sometimes hereinafter collectively referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner and to the satisfaction of the City the proposed service and maintenance of the listed elevators located in City facilities.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5, 2.C, "Payment for Work Performed," of the General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or

from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the City Representative under them, to-wit:

Perform the maintenance and service work, and furnish all labor and equipment necessary to maintain elevators operated in City of Lodi Facilities and other incidental and related work in accordance with these specifications. The areas to be maintained are shown below and in Section 5, General Conditions, 5.1, Description of Work, and in the specifications for "Elevator Maintenance for City of Lodi Facilities". Estimated quantities are based on a two (2) year contract, monthly frequency. Estimated quantities defined in Section 6.3, G. Refer to Section 6.3, H for elevator maintenance price calculation instructions.

The bid price is to be all inclusive (labor, overheads, supervision, equipment, disposal costs, fees, licenses, etc.).

**Elevator Maintenance**

Item		Schedule	Unit	Estimated Quantity (visits)	Number of Cars at Location	Unit Price per Car per Visit	Total Price
1.	Parking structure 2 N. Sacramento St.	Complete	Visit	24	2	\$ 80.00	\$3,840.00
2.	Police Department 215 W. Elm St.	Complete	Visit	24	3	\$ 80.00	\$5,760.00
3.	Public Safety Building 230 W. Elm St.	Complete	Visit	24	1	\$ 75.00	\$1,800.00
4.	Carnegie Forum 305 W. Pine St.	Complete	Visit	24	1	\$ 80.00	\$ 1,920.00
5.	City Hall 221 W. Pine St.	Complete	Visit	24	1	\$ 80.00	\$ 1,920.00
6.	Hutchins Street Square 125 S. Hutchins St.	Complete	Visit	24	3	\$ 75.00	\$ 5,400.00

**Billable Callouts for Repair**

item	Time of Occurrence	Estimated Quantity (Call-outs)	Typical Repair Time (Hr.)	Repair Rate (\$/Hr.)	Travel Time (\$)	Total Repair Cost (\$)
7.	Monday through Friday, 8:00 a.m.- 5:00 p.m.	7	1 hr.	\$86.60	\$0.00	\$606.20
8.	Monday through Friday, 5:01 p.m.- 7:59 a.m., Saturdays	1	1 hr.	\$111.23	\$0.00	\$ 111.23
9.	Sundays, Holidays	1	1 hr.	\$111.23	\$0.00	\$ 111.23
10.	Additional Contactor provided Services included during contract term (See Section. 6.3.K)	No cost for use of proprietary diagnostic software. Price is fixed, budgetable for the term of contract. Parts are not marked up.				\$0.00

**Notes:**

**1. Service Schedule and Monthly Maintenance and Applicable Tests-** Refer to Section 6.3, A, B, & D.

**2. Billable Call-outs** Refer to Section 6.3, J for the definition of billable call-outs and bidding formula.

**3. Additional Contractor Provided Services** - Bidders may propose additional services or value during the contract term. These additional items will be included in the evaluation process, if in the City's best interest. Additional services or value shall be described in sufficient detail for each item to allow the City to clearly evaluate the bid. Refer to Section 6.3, K.

Examples of these items include:

- Providing proprietary software to the City
- Offering new pricing on existing, unexpired service contracts
- Reduced parts mark-ups.
- Elevator car refitments

Additional Contractor provided services or value shall be submitted and attached to the bid documents, on company letterhead, and signed by the Bidder.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of the Contract Documents and the Bid Proposal of the Contractor, then the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms contained in said proposal that conflict herewith.

ARTICLE VII - Not applicable (grades/easements).

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract on December 1, 2011 after the City Manager has executed the Contract.

Period of Contract - This Contract provides for accomplishment of specified work for a period of twenty-four (24) months following award of Contract, from December 1, 2011.

Option to Renew - Initial Contract term will be for two years commencing December 1, 2011, with an option to extend the Contract for an additional two years or as mutually agreed upon.

Price Adjustment - No price adjustment will be made during the term of this Contract. If the City elects to renew the contract, the Contractor may request price adjustment consideration prior to renewal. Contractor must request and justify any price increases in writing 60 days prior to renewal date.

Assignment - The Contractor shall not assign nor shall not attempt to assign this Contract without the written consent of the City having been first obtained.

Damages - The Contractor will report to the City Representative any damages caused by the Contractor's employees or equipment to any public facilities or equipment, and repair same at Contractor's expense, subject to the City's prior approval of the means, methods, and materials associated with such repair.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS DECEMBER 1, 2011 THROUGH NOVEMBER 30, 2013, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Title

Attest:

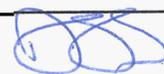
\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2011-148

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
TWO-YEAR CONTRACT FOR ELEVATOR SERVICES AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT AND TO NEGOTIATE AND EXTEND CONTRACT  
FOR AN ADDITIONAL TWO-YEAR TERM

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 24, 2011, at 11:00 a.m., for elevator services, described in the specifications therefore approved by the City Council on June 15, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Elevator Services Company	\$ 21,468.66
Schindler Elevator	\$ 23,035.00
Kone Elevators	\$ 23,131.00
Thyssen Krupp Elevator	\$ 24,783.68
Otis Elevator	\$ 30,941.00
Elevator Technology, Inc.	\$ 32,250.00

WHEREAS, staff recommends awarding the two-year contract for elevator services to the low bidder, Elevator Services Company, of North Highlands, California, in the amount of \$21,468.66.

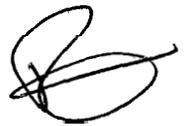
NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the two-year contract for the Elevator Services to the low bidder, Elevator Services Company, of North Highlands, California, in the amount of \$21,468.66; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the two-year contract for elevator services and to negotiate and extend the contract for an additional two-year term.

Dated: October 5, 2011

I hereby certify that Resolution No. 2011-148 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 5, 2011, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk