

AGREEMENT

THIS AGREEMENT is made and entered as of September 5, 2025, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 19, 2025, by and between FUJITEC AMERICA, INC., a Delaware corporation ("Contractor"), with a place of business at 12170 Mora Drive, Unit 1, Santa Fe Springs, California 90670, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Citywide elevator installation, maintenance, repair, inspections, emergency response, and related services in accordance with departmental needs ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Proposals No. CE-25-603 ("RFP"), attached hereto as Exhibit "A-1" and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Eight Hundred Thousand Dollars (\$800,000), at the rates or charges shown in Exhibit "B".

1 B. Any requests for reasonable price adjustments must be
2 submitted sixty (60) days prior to the Contract annual anniversary date. Requests
3 for adjustment in cost of labor and/or materials must be justified based upon
4 verifiable criteria such as the Consumer Price Index, US City Averages, or other
5 relevant indices.

6 C. City shall pay Contractor in due course of payments following
7 receipt from Contractor and approval by City of invoices showing the services or
8 task performed, the time expended (if billing is hourly), and the name of the Project.
9 Contractor shall certify on the invoices that Contractor has performed the services
10 in full conformance with this Agreement and is entitled to receive payment. Each
11 invoice shall be accompanied by a progress report indicating the progress to date
12 of services performed and covered by the invoice, including a brief statement of any
13 Project problems and potential causes of delay in performance, and listing those
14 services that are projected for performance by Contractor during the next invoice
15 cycle. Where billing is done and payment is made on an hourly basis, the parties
16 acknowledge that this arrangement is either customary practice for Contractor's
17 profession, industry or business, or is necessary to satisfy audit and legal
18 requirements which may arise due to the fact that City is a municipality.

19 D. Contractor represents that Contractor has obtained all
20 necessary information on conditions and circumstances that may affect its
21 performance and has conducted site visits, if necessary.

22 E. By executing this Agreement, Contractor warrants that
23 Contractor (a) has thoroughly investigated and considered the scope of services to
24 be performed, (b) has carefully considered how the services should be performed,
25 and (c) fully understands the facilities, difficulties and restrictions attending
26 performance of the services under this Agreement. If the services involve work upon
27 any site, Contractor warrants that Contractor has or will investigate the site and is
28 or will be fully acquainted with the conditions there existing, prior to commencement

1 of services set forth in this Agreement. Should Contractor discover any latent or
2 unknown conditions that will materially affect the performance of the services set
3 forth in this Agreement, Contractor must immediately inform the City of that fact and
4 may not proceed except at Contractor's risk until written instructions are received
5 from the City.

6 F. Contractor must adopt reasonable methods during the life of
7 the Agreement to furnish continuous protection to the work, and the equipment,
8 materials, papers, documents, plans, studies and other components to prevent
9 losses or damages, and will be responsible for all damages, to persons or property,
10 until acceptance of the work by the City, except those losses or damages as may
11 be caused by the City's own negligence.

12 G. CAUTION: Contractor shall not begin work until this
13 Agreement has been signed by both parties and until Contractor's evidence of
14 insurance has been delivered to and approved by City.

15 2. TERM. The term of this Agreement shall commence at midnight on
16 October 1, 2025, and shall terminate at 11:59 p.m. on September 30, 2027, unless sooner
17 terminated as provided in this Agreement, or unless the services or the Project is
18 completed sooner. The term may be extended for three (3) additional one-year periods, at
19 the discretion of the City Manager.

20 3. COORDINATION AND ORGANIZATION.

21 A. Contractor shall coordinate its performance with City's
22 representative, if any, named in Exhibit "C", attached to this Agreement and
23 incorporated by this reference. Contractor shall advise and inform City's
24 representative of the work in progress on the Project in sufficient detail so as to
25 assist City's representative in making presentations and in holding meetings on the
26 Project. City shall furnish to Contractor information or materials, if any, described in
27 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
28 perform any other tasks described in the Exhibit.

1 B. The parties acknowledge that a substantial inducement to City
2 for entering this Agreement was and is the reputation and skill of Contractor's key
3 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
4 reference. City shall have the right to approve any person proposed by Contractor
5 to replace that key employee.

6 4. INDEPENDENT CONTRACTOR. In performing its services,
7 Contractor is and shall act as an independent contractor and not an employee,
8 representative or agent of City. Contractor shall have control of Contractor's work and the
9 manner in which it is performed. Contractor shall be free to contract for similar services to
10 be performed for others during this Agreement; provided, however, that Contractor acts in
11 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
12 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
13 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
14 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
15 the usual and customary rights, benefits or privileges of City employees. Contractor
16 expressly warrants that neither Contractor nor any of Contractor's employees or agents
17 shall represent themselves to be employees or agents of City.

18 5. INSURANCE.

19 A. As a condition precedent to the effectiveness of this
20 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
21 duration of this Agreement, from insurance companies that are admitted to write
22 insurance in California and have ratings of or equivalent to A:V by A.M. Best
23 Company or from authorized non-admitted insurance companies subject to Section
24 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
25 by A.M. Best Company, the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to
27 ISO form CG 00 01 10 93) in an amount not less than One Million Dollars
28 (\$1,000,000) per each occurrence and Two Million Dollars (\$2,000,000)

1 general aggregate. This coverage shall include but not be limited to broad
2 form contractual liability, cross liability, independent contractors liability,
3 products and completed operations liability, liability for injury to or death of
4 persons, and damage to or loss of property arising out of activities or work
5 performed by or on behalf of the Contractor. City, its boards and
6 commissions, and their officials, employees and agents shall be named as
7 additional insureds by endorsement (on City's endorsement form or on an
8 endorsement equivalent in scope to ISO form CG 20 10 11 85), and this
9 insurance shall contain no special limitations on the scope of protection
10 given to City, its boards and commissions, and their officials, employees
11 and agents. This policy shall be endorsed to state that the insurer waives
12 its right of subrogation against City, its boards and commissions, and their
13 officials, employees and agents.

14 (b) Workers' Compensation insurance as required by the California
15 Labor Code and employer's liability insurance in an amount not less than
16 One Million Dollars (\$1,000,000) per accident or occupational illness. This
17 policy shall be endorsed to state that the insurer waives its right of
18 subrogation against City, its boards and commissions, and their officials,
19 employees and agents.

20 (c) Professional liability or errors and omissions insurance in an
21 amount not less than One Million Dollars (\$1,000,000) per claim.

22 (d) Commercial automobile liability insurance (equivalent in scope
23 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
24 amount not less than Five Hundred Thousand Dollars (\$500,000) combined
25 single limit per accident.

26 B. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect City, its officials, employees and agents in the same

1 manner and to the same extent as they would have been protected had the policy
2 or policies not contained retention or deductible provisions.

3 C. Each insurance policy shall be endorsed to state that coverage
4 shall not be suspended, reduced, non-renewed, voided, or canceled except after
5 thirty (30) days prior written notice to City, shall be primary and not contributing to
6 any other insurance or self-insurance maintained by City, and shall be endorsed to
7 state that coverage maintained by City shall be excess to and shall not contribute to
8 insurance or self-insurance maintained by Contractor. Contractor shall notify City
9 in writing within five (5) days after any insurance has been voided by the insurer or
10 cancelled by the insured.

11 D. "Claims-made" policies are not acceptable unless the City Risk
12 Manager determines that "Occurrence" policies are not available in the market for
13 the risk being insured. If this coverage is written on a "claims made" basis, it must
14 provide for an extended reporting period of not less than one hundred eighty (180)
15 days, commencing on the date this Agreement expires or is terminated, unless
16 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
17 continuing coverage for a period of not less than three (3) years, commencing on
18 the date this Agreement expires or is terminated.

19 E. Contractor shall require that all sub-contractors or contractors
20 that Contractor uses in the performance of these services maintain insurance in
21 compliance with this Section unless otherwise agreed in writing by City's Risk
22 Manager or designee.

23 F. Prior to the start of performance, Contractor shall deliver to City
24 certificates of insurance and the endorsements for approval as to sufficiency and
25 form. The certificates and endorsements for each insurance policy shall contain the
26 original signature of a person authorized by that insurer to bind coverage on its
27 behalf. In addition, Contractor shall, within thirty (30) days prior to expiration of the
28 insurance, furnish to City certificates of insurance and endorsements evidencing

1 renewal of the insurance. City reserves the right to require complete certified copies
2 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
3 time. Contractor shall make available to City's Risk Manager or designee all books,
4 records and other information relating to this insurance, during normal business
5 hours.

6 G. Any modification or waiver of these insurance requirements
7 shall only be made with the approval of City's Risk Manager or designee. Not more
8 frequently than once a year, City's Risk Manager or designee may require that
9 Contractor, Contractor's sub-Contractors and contractors change the amount,
10 scope or types of coverages required in this Section if, in his or her sole opinion, the
11 amount, scope or types of coverages are not adequate.

12 H. The procuring or existence of insurance shall not be construed
13 or deemed as a limitation on liability relating to Contractor's performance or as full
14 performance of or compliance with the indemnification provisions of this Agreement.
15 Such insurance as required herein shall not be deemed to limit Contractor's liability
16 relating to performance under this contract.

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
18 contemplates the personal services of Contractor and Contractor's employees, and the
19 parties acknowledge that a substantial inducement to City for entering this Agreement was
20 and is the professional reputation and competence of Contractor and Contractor's
21 employees. Contractor shall not assign its rights or delegate its duties under this
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
23 of City, except that Contractor may with the prior approval of the City Manager of City,
24 assign any moneys due or to become due Contractor under this Agreement. Any
25 attempted assignment or delegation shall be void, and any assignee or delegate shall
26 acquire no right or interest by reason of an attempted assignment or delegation.
27 Furthermore, Contractor shall not subcontract any portion of its performance without the
28 prior approval of the City Manager or designee, or substitute an approved sub-Contractor

1 or contractor without approval prior to the substitution. Nothing stated in this Section shall
2 prevent Contractor from employing as many employees as Contractor deems necessary
3 for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
5 certifies that, at the time Contractor executes this Agreement and for its duration,
6 Contractor does not and will not perform services for any other client which would create a
7 conflict, whether monetary or otherwise, as between the interests of City and the interests
8 of that other client. And, Contractor shall obtain similar certifications from Contractor's
9 employees, sub-Contractors and contractors.

10 8. MATERIALS. Contractor shall furnish all labor and supervision,
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services
12 necessary to or used in the performance of Contractor's obligations under this Agreement,
13 except as stated in Exhibit "D".

14 9. OWNERSHIP OF DATA.

15 A. Data: All data or information that is prepared, collected,
16 generated, processed, stored, or maintained by Contractor or furnished to
17 Contractor by City in connection with this Agreement, including but not limited to
18 data related to City operations, public safety, public health, infrastructure, any other
19 municipal functions, or individuals ("Data") shall be the exclusive property of City.
20 Contractor is granted a limited, non-exclusive license to use Data solely for the
21 purpose of performing the services under this Agreement and not in any other way.
22 Contractor shall treat Data as confidential and must implement industry-standard
23 security measures, including but not limited to encryption in transit and at rest, multi-
24 factor authentication, user access controls, vulnerability assessments, security
25 audits, and compliance with NIST 800-53, or other recognized security frameworks,
26 to protect Data from unauthorized access, use, or disclosure. Contractor shall
27 immediately report breaches or misuses of Data directly to the City upon discovery
28 and fully cooperate with City to mitigate all breaches or misuses reported. Contractor

1 shall collect, use, share, retain, and dispose of Data in compliance with City's Data
2 Privacy Guidelines ([https://longbeach.gov/globalassets/smart-city/media-](https://longbeach.gov/globalassets/smart-city/media-library/documents/final_data-privacy-guidelines)
3 [library/documents/final_data-privacy-guidelines](https://longbeach.gov/globalassets/smart-city/media-library/documents/final_data-privacy-guidelines)), as well all applicable laws,
4 regulations, and standards regarding data privacy and security. Upon termination of
5 the Agreement or when Data is no longer required, Contractor shall notify the City
6 and securely return or at City's discretion destroy all Data within ten (10) business
7 days, certifying that the action has been completed. Notwithstanding the foregoing,
8 "Contractor Data" refers to any data or information generated, collected, or owned
9 by Contractor prior to or independently from Contractor's work with the City.
10 Contractor Data remains the sole property of Contractor, provided that to the extent
11 Contractor Data are incorporated into the Data, Contractor hereby grants City, and
12 its successors and assigns, a perpetual, worldwide, fully paid-up, royalty-free, non-
13 exclusive license to use the Contractor Data as necessary to exploit the Data.

14 B. Materials: All materials created, prepared, developed or
15 assembled by Contractor or furnished to Contractor in connection with this
16 Agreement, including but not limited to documents, estimates, calculations, studies,
17 maps, graphs, charts, computer disks, computer source documentation, samples,
18 models, reports, summaries, drawings, designs, notes, plans, information, material
19 and memorandum ("City Materials") shall be the exclusive property of City. City
20 Materials shall be given to City, in a format identified by City that is widely-accepted,
21 nonproprietary, platform-independent, uses a machine readable method for
22 formatting City Materials, and permits automated processing of such City Materials.
23 City shall have the unrestricted right to use and disclose the City Materials in any
24 manner and for any purpose without payment of further compensation to Contractor.
25 Copies of City Materials may be retained by Contractor but Contractor warrants that
26 City Materials shall not be made available to any person or entity for use without the
27 prior approval of City. Notwithstanding the foregoing, "Contractor Materials" refers
28 to any materials (including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation,
2 samples, models, reports, summaries, drawings, designs, notes, plans, information,
3 material and memorandum) created, prepared, developed or assembled by
4 Contractor prior to or independently from Contractor's work with the City. Contractor
5 Materials remains the sole property of Contractor, provided that to the extent
6 Contractor Materials are incorporated into the City Materials, Contractor hereby
7 grants City, and its successors and assigns, a perpetual, worldwide, fully paid-up,
8 royalty-free, non-exclusive license to use the Contractor Materials as necessary to
9 exploit the City Materials.

10 10. TERMINATION. Either party shall have the right to terminate this
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
12 prior notice to the other party. In the event of termination under this Section, City shall pay
13 Contractor for services satisfactorily performed and costs incurred up to the effective date
14 of termination for which Contractor has not been previously paid. The procedures for
15 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
16 termination, Contractor shall deliver to City all Data developed or accumulated in the
17 performance of this Agreement, whether in draft or final form, or in process. And,
18 Contractor acknowledges and agrees that City's obligation to make final payment is
19 conditioned on Contractor's delivery of the Data to City.

20 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
22 performing its services, during the term of this Agreement and for five (5) years following
23 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
24 all information, whether written, oral or visual, obtained by any means whatsoever in the
25 course of performing its services for the same period of time. Contractor shall not disclose
26 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
27 of others except for the purpose of this Agreement.

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1 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
2 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
3 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
4 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
5 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
6 to subpoena or court order.

7 13. ADDITIONAL SERVICES. The City has the right at any time during
8 the performance of the services, without invalidating this Agreement, to order extra work
9 beyond that specified in the RFP or make changes by altering, adding to or deducting from
10 the work. No extra work may be undertaken unless a written order is first given by the City,
11 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
12 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
13 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
14 City Representative. Any greater increases, taken either separately or cumulatively, must
15 be approved by the City Council. It is expressly understood by Contractor that the
16 provisions of this paragraph do not apply to services specifically set forth in the RFP or
17 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
18 the services to be provided pursuant to the RFP may be more costly or time consuming
19 than Contractor anticipates and that Contractor will not be entitled to additional
20 compensation for the services set forth in the RFP.

21 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
22 from any amount payable to Contractor (whether or not arising out of this Agreement) any
23 amounts the payment of which may be in dispute or that are necessary to compensate the
24 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
25 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
26 performing or failing to perform Contractor's obligations under this Agreement. In the event
27 that any claim is made by a third party, the amount or validity of which is disputed by
28 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the

1 City may withhold from any payment due, without liability for interest because of the
2 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
3 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
4 indemnify and protect the City as elsewhere provided in this Agreement.

5 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
6 amended, nor any provision or breach waived, except in writing signed by the parties which
7 expressly refers to this Agreement.

8 16. LAW. This Agreement shall be construed in accordance with the laws
9 of the State of California, and the venue for any legal actions brought by any party with
10 respect to this Agreement shall be the County of Los Angeles, State of California for state
11 actions and the Central District of California for any federal actions. Contractor shall cause
12 all work performed in connection with construction of the Project to be performed in
13 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
14 county or municipal governments or agencies (including, without limitation, all applicable
15 federal and state labor standards, including the prevailing wage provisions of sections 1770
16 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
17 marshal, health officer, building inspector, or other officer of every governmental agency
18 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
19 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
20 conflict with any applicable laws, but the remainder of the Agreement will remain in full
21 force and effect.

22 17. WORK DAY. Contractor shall comply with Sections 1810 through
23 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
24 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
25 Contractor or any subcontractor for each calendar day such worker is required or permitted
26 to work more than eight (8) hours unless that worker receives compensation in accordance
27 with Section 1815.

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18. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

Contractor is advised that this work constitutes a public work of improvement subject to California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public contract Code, or engage in the performance of any contract for public work, as defined in the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into without proof of the Contractor's (or subcontractor's) current registration to perform public work pursuant to Section 1725.5. All work conducted in support of this public work of improvement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in the California Labor Code Section 1777.5 and will be responsible for subcontractor apprenticeship compliance to the same.

19. APPRENTICESHIP EMPLOYMENT. Contractor shall comply with

Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. For federally assisted contracts, prospective bidders should refer to the Federal Davis Bacon Contract Provisions and Related Matters (29 CFR § 5.5) in Exhibit "E".

20. PREVAILING WAGE RATES. Contractor and all subcontractors are

directed to pay the general rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract (prevailing wage rates). This project will be subject the

1 **2025-1 prevailing wage rate**, as determined by the Director of the Department of Industrial
2 Relations for the State of California. Copies of the current prevailing rate of per diem wages
3 are on file at its principle office (Office of the City Engineer, 411 W. Ocean Boulevard, 5th
4 Floor, Long Beach, California, 90802), and shall be made available to any interested party
5 upon request. Copies may also be obtained on the California Department of Industrial
6 Relations website <http://www.dir.ca.gov/dlsr>. Contractor is required to post a copy of the
7 determination of the director of the prevailing rate of per diem wages at each job site.
8 Contractor is required to pay at least the California minimum wage for the basic hourly rate
9 in all cases where the published prevailing wage rate is below the California minimum
10 wage. Any and all employer payments required by the prevailing wage determinations must
11 also be paid. If the California minimum wage is increased in the future to an amount above
12 that shown in the prevailing wage determination, the basic hourly rate in that determination
13 automatically increases to the new minimum wage. Pursuant to Section 1775, Contractor
14 shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each laborer,
15 worker or mechanic employed for each calendar day, or portion thereof, that such laborer,
16 worker or mechanic is paid less than the prevailing wage rates for any work done by
17 Contractor, or any subcontractor, under this Contract. The difference between the
18 prevailing wage rates and the amount paid to each worker for each calendar day or portion
19 thereof for which each worker was paid less than the prevailing wage rate shall be paid to
20 each worker by the Contractor or subcontractor. If there is a difference between the
21 general prevailing wage rates determined by the director of the Department of Industrial
22 Relations and the applicable minimum wage rates determined by the Secretary of Labor
23 (for federally assisted projects) for similar classifications of work, the Contractor and its
24 subcontractors of every tier shall pay their workers not less than the higher wage rate.

25 21. CERTIFIED PAYROLL RECORDS.

26 (a) Pursuant to the provisions of Labor Code Section 1776, Contractor
27 shall keep and shall cause each subcontractor performing any portion of the work under
28 this Contract to keep an accurate payroll record, showing the name, address, social

1 security number, work classification, straight time and overtime hours worked each day
2 and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or
3 other employee employed by Contractor or subcontractor in connection with the work.
4 Such payroll records for Contractor and all subcontractors shall be certified and shall be
5 available for inspection at all reasonable hours at the principal office of Contractor pursuant
6 to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such
7 records to City or City's authorized Labor Compliance representative in the manner
8 provided herein for notices shall entitle City to withhold the penalty prescribed by law from
9 progress payments due to Contractor.

10 (b) Contractor and all subcontractors shall submit to the City certified
11 payroll records for Contractor and all subcontractors performing any portion of the work
12 under this Contract on a monthly basis. Submissions shall be made electronically at the
13 discretion of and the manner specified by the City of Long Beach. Electronic submittal will
14 be a web-based system, accessed on the World Wide Web by a web browser. Contractor
15 and subcontractors will be given a Log On identification and password to access the City
16 of Long Beach reporting system. Certified payroll records for Contractor and all
17 subcontractors shall be maintained during the course of the work and shall be kept by
18 Contractor for up to three (3) years after completion of the work.

19 (c) The foregoing is in addition to, and not in lieu of, any other
20 requirements or obligations established and imposed by any department of the City with
21 regard to submission and retention of certified payroll records for Contractor and
22 subcontractors.

23 22. DAVIS BACON. This federal-aid Work is subject to the requirements
24 of the Davis Bacon Act. Contractor must comply with the Federal Wage Decision contained
25 in Division E of the Specifications and the addenda attached hereto as Addendum "A" and
26 incorporated herein, as well as all record keeping requirements of the Davis Bacon Act.
27 The Federal Wage Rate associated with this procurement is **CA20250022MOD4**. This
28 wage rate will be verified ten (10) days prior to bids due, at which time an addendum will

1 be posted with the newly applicable rate. Contractor is advised that they are to apply the
2 higher wage for each craft when comparing state versus federal rates assigned to this
3 contract.

4 23. FEDERAL-AID PROVISIONS. The work to be performed under this
5 Contract will be financed in whole or in part with Federal funds, and therefore all of the
6 statutes, rules and regulations promulgated by the Federal Government and applicable to
7 work financed in whole or in part with Federal funds will apply to such work. Such rules
8 are attached hereto as Exhibit "E" and incorporated herein.

9 24. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
10 constitutes the entire understanding between the parties and supersedes all other
11 agreements, oral or written, with respect to the subject matter in this Agreement.

12 25. INDEMNITY.

13 A. Contractor shall indemnify, protect and hold harmless City, its
14 Boards, Commissions, and their officials, employees and agents ("Indemnified
15 Parties"), from and against any and all liability, claims, demands, damage, loss,
16 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
17 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
18 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
19 in part, out of or in connection with (1) Contractor's breach or failure to comply with
20 any of its obligations contained in this Agreement, including all applicable federal
21 and state labor requirements including, without limitation, the requirements of
22 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
23 omissions or misrepresentations committed by Contractor, its officers, employees,
24 agents, subcontractors, or anyone under Contractor's control, in the performance of
25 work or services under this Agreement (collectively "Claims" or individually "Claim").

26 B. In addition to Contractor's duty to indemnify, Contractor shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 Contractor's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
3 breach, or the like on the part of Contractor shall be required for the duty to defend
4 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
5 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
6 in the defense.

7 C. If a court of competent jurisdiction determines that a Claim was
8 caused by the sole negligence or willful misconduct of Indemnified Parties,
9 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
10 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
11 percentage of willful misconduct attributed by the court to the Indemnified Parties.

12 D. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

14 26. FORCE MAJEURE. If any party fails to perform its obligations
15 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
16 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
17 governmental regulations, governmental controls, judicial orders, enemy or hostile
18 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
19 beyond the reasonable control of the party obligated to perform, then that party's
20 performance will be excused for a period equal to the period of such cause for failure to
21 perform.

22 27. AMBIGUITY. In the event of any conflict or ambiguity between this
23 Agreement and any Exhibit, the provisions of this Agreement shall govern. The
24 Contractor's Bid Clarifications, attached hereto as Exhibit "G" and incorporated by this
25 reference, may be referenced as an addendum for clarification of any ambiguity.

26 28. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Contractor shall not discriminate against any

1 employee or applicant for employment because of race, religion, color, national
2 origin, ancestry, physical or mental disability, medical condition, AIDS, HIV status,
3 marital status, age, gender, sexual orientation, or any other basis that is inconsistent
4 with federal or state statutes, the City Charter, local ordinances, resolutions, rules,
5 or regulations. Contractor shall ensure that applicants are employed, and that
6 employees are treated during their employment, without regard to these bases.
7 These actions shall include, but not be limited to, the following: employment,
8 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
9 termination; rates of pay or other forms of compensation; and selection for training,
10 including apprenticeship.

11 29. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
12 accordance with the provisions of the Ordinance, this Agreement is subject to the
13 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
14 Long Beach Municipal Code, as amended from time to time.

15 A. During the performance of this Agreement, the Contractor
16 certifies and represents that the Contractor will comply with the EBO. The
17 Contractor agrees to post the following statement in conspicuous places at its place
18 of business available to employees and applicants for employment:

19 "During the performance of a contract with the City of Long Beach, the
20 Contractor will provide equal benefits to employees with spouses and its
21 employees with domestic partners. Additional information about the City of
22 Long Beach's Equal Benefits Ordinance may be obtained from the City of
23 Long Beach Business Services Division at 562-570-6200."

24 B. The failure of the Contractor to comply with the EBO will be
25 deemed to be a material breach of the Agreement by the City.

26 C. If the Contractor fails to comply with the EBO, the City may
27 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
28 to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

2 D. Failure to comply with the EBO may be used as evidence
3 against the Contractor in actions taken pursuant to the provisions of Long Beach
4 Municipal Code 2.93 et seq., Contractor Responsibility.

5 E. If the City determines that the Contractor has set up or used its
6 contracting entity for the purpose of evading the intent of the EBO, the City may
7 terminate the Agreement on behalf of the City. Violation of this provision may be
8 used as evidence against the Contractor in actions taken pursuant to the provisions
9 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

10 30. NOTICES. Any notice or approval required by this Agreement shall
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
14 to the City Clerk at the same address. Notice of change of address shall be given in the
15 same manner as stated for other notices. Notice shall be deemed given on the date
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

17 31. COPYRIGHTS AND PATENT RIGHTS.

18 A. Contractor shall place the following copyright protection on all
19 Data: © City of Long Beach, California ____, inserting the appropriate year.

20 B. City reserves the exclusive right to seek and obtain a patent or
21 copyright registration on any Data or other result arising from Contractor's
22 performance of this Agreement. By executing this Agreement, Contractor assigns
23 any ownership interest Contractor may have in the Data to the City.

24 C. Contractor warrants that the Data does not violate or infringe
25 any patent, copyright, trade secret or other proprietary right of any other party.
26 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
27 and employees harmless from any and all claims, demands, damages, loss, liability,
28 causes of action, costs or expenses (including reasonable attorneys' fees) whether

1 or not reduced to judgment, arising from any breach or alleged breach of this
2 warranty.

3 32. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
4 that Contractor has not employed or retained any entity or person to solicit or obtain this
5 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
6 commission or other monies based on or from the award of this Agreement. If Contractor
7 breaches this warranty, City shall have the right to terminate this Agreement immediately
8 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
9 due under this Agreement or otherwise recover the full amount of the fee, commission or
10 other monies.

11 33. WAIVER. The acceptance of any services or the payment of any
12 money by City shall not operate as a waiver of any provision of this Agreement or of any
13 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
14 Agreement shall not constitute a waiver of any other or subsequent breach of this
15 Agreement.

16 34. CONTINUATION. Termination or expiration of this Agreement shall
17 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
18 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Certified Payroll
19 Records", "Indemnity", and "Audit" prior to termination or expiration of this Agreement.

20 35. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
22 Contractor shall be solely responsible for payment of all federal and state taxes resulting
23 from payments under this Agreement. Contractor shall submit Contractor's Employer
24 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
25 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
26 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
27 Contractor provides one of these numbers.

28 ///

1 36. ADVERTISING. Contractor shall not use the name of City, its officials
2 or employees in any advertising or solicitation for business or as a reference, without the
3 prior approval of the City Manager or designee.

4 37. AUDIT. City shall have the right at all reasonable times during the
5 term of this Agreement and for a period of five (5) years after termination or expiration of
6 this Agreement to examine, audit, inspect, review, extract information from and copy all
7 books, records, accounts and other documents of Contractor relating to this Agreement.

8 38. THIRD PARTY BENEFICIARY. This Agreement is not intended or
9 designed to or entered for the purpose of creating any benefit or right for any person or
10 entity of any kind that is not a party to this Agreement.

11 39. PENALTIES. Contractor and subcontractors are subject to penalties,
12 including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure
13 to comply with Labor Code § 1720 et seq.

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OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 FUJITEC AMERICA, INC., a Delaware
4 corporation

5 10/22/2025, 2025

6 By [Signature]
7 Name GARY D. KRUPP
8 Title PRESIDENT

9 10/22/2022, 2025

10 By [Signature]
11 Name Destin Moore
12 Title VP Sales & Marketing

13 EXECUTED PURSUANT
14 TO SECTION 301 OF
15 THE CITY CHARTER.

16 "Contractor"

17 CITY OF LONG BEACH, a municipal
18 corporation

19 October 20, 2025

20 By [Signature]
21 City Manager

22 "City"

23 This Agreement is approved as to form on October 28, 2025.

24 DAWN MCINTOSH, City Attorney

25 By [Signature]
26 Deputy

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

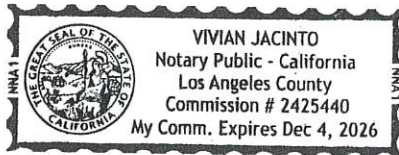
On 10/22/2025 before me, Vivian Jacinto, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Gary D. Krupp and Dustin Moore
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vivian Jacinto
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

IN WITNESS WHEREOF, the parties have caused this document to be duly
executed with all formalities required by law as of the date first stated above.

FUJITEC AMERICA, INC., a Delaware
corporation

10/22/2025, 2025

By [Signature]
Name OTIS D. KRUPP
Title PRESIDENT

10/22/2025, 2025

By [Signature]
Name Dustin Moore
Title VP Sales & Marketing

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

Oct 30, 2025

By [Signature]
City Manager

"City"

This Agreement is approved as to form on October 28, 2025.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/22/2025 before me, Vivian Jacinto, Notary Public

Date

Here Insert Name and Title of the Officer

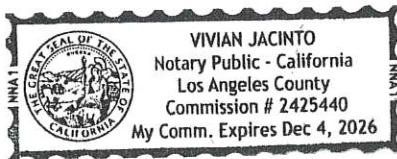
personally appeared Gary D. Krupp and Dustin Moore

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Vivian Jacinto

Signature of Notary Public

OPTIONAL

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Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT "A-1"
Request for Proposals
No. CE-25-603

City of Long Beach

Request for Proposals CE-25-603
Elevator Installation, Maintenance, Repair, and
Related Services



Overview

Summary

The City of Long Beach (City) is seeking proposals to provide Citywide elevator installation, maintenance, repair, inspections, emergency response, and related services. Many of the elevators are utilized by the public in visible, high-traffic tourist areas. As such, it is imperative that the Awarded Contractor ensures elevators remain continually operational in the capacity and efficiency for their intended use.

The resulting contract(s) ("Master Agreement(s)") is/are made available to other public agencies nationally for "piggybacking" through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

Key Dates

Release Date: 04/22/25

Optional Pre-Proposal Meeting: 10:00 AM 05/06/25

Questions Due to the City: 11:00 AM 05/13/25

Proposals Due: 11:00 AM 05/29/25

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Tommy Ryan

rfppurchasing@longbeach.gov

All communication with the City related to this RFP must be directed to the contact listed above.

Assistance & Resources

For assistance using [Long Beach Buys](#), please contact us directly

[Customer Service Form](#)

rfppurchasing@longbeach.gov

(562) 570-6200

Contents

- 1 The Opportunity
 - 1.1 Project Summary
 - 1.2 Background
 - 1.3 Goals
 - 1.4 Award Terms
- 2 Scope of Work
 - 2.1 Description of Services
 - 2.2 Performance Metrics & Contract Management
- 3 How We Choose
 - 3.1 Minimum Qualifications
 - 3.2 Evaluation Criteria
- 4 Proposal Instructions & Content
 - 4.1 Proposal Timelines & Instructions
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 - 4.3 Narrative Proposal Template
- 5 Terms & Conditions
 - 5.1 Acronyms/Definitions
 - 5.2 Solicitation Terms & Conditions
 - 5.3 Contract Terms & Conditions
 - 5.4 Additional Requirements
 - 5.5 Protest Procedures

1 The Opportunity

1.1 Project Summary

The City of Long Beach (City) is seeking proposals to provide Citywide elevator installation, maintenance, repair, inspections, emergency response, and related services in accordance with departmental needs and fund availability. Elevators shall be kept in continuous use at the capacity and efficiency for their intended use.

The Awarded Contractor shall be responsible for their work, including but not limited to any damages and/or breakdowns caused by their failure to take suitable action. The work to be performed by the Awarded Contractor shall consist of furnishing all material, labor, tools, and equipment required to provide maintenance service monthly on the elevators listed in Exhibit A: City of Long Beach Elevator Equipment Locations.

All electrical and mechanical apparatuses pertaining to elevator equipment shall be included. The Awarded Contractor shall always maintain the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, contract speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time.

1.2 Background

Currently, the City owns and operates approximately 43 elevators throughout the City that vary in condition. All elevator equipment maintained by the Contractor shall accept their conditions “as is”. Many of the elevators are utilized by the public in various parking structures around the City, including visible, high-traffic tourist areas. As such, it is imperative that the Awarded Contractor ensures elevators remain operational and can respond to emergency requests in an immediate manner. The Department of Public Works is currently exploring the option of collaborating with current parking operators to maintain their own elevators in their structures.

1.3 Axia Cooperative

Axia Coop LLC (“Axia Cooperative” or “Axia”) is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today’s evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Long Beach has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$25,000,000. Please see Exhibit B for more information regarding the Axia Cooperative purchasing program.

1.4 Goals

The goal of this solicitation is to ensure the continual operation of all City elevators by proactively inspecting and maintaining each elevator. Emergencies and out-of-service downtimes should be minimal, and if they do occur, be corrected expediently in order to serve the public and the City's staff and/or vendors.

1.5 Award Terms

This contract will be for a period of two years with the option to renew for three additional one-year periods. The total contract term will not exceed five years.

2 Scope of Work

2.1 Description of Services

Bidder shall furnish all material, labor, tools and equipment required to provide maintenance service monthly on the elevators described in Exhibit A: City of Long Beach Elevator Equipment Locations. All material and equipment furnished shall be new and in working condition.

Any required basic services critical for preventative maintenance services not specifically mentioned shall be performed at no extra cost to the City. The Awarded Contractor shall furnish a copy of each work order to include the elevator mechanic and elevator technician/apprentice's name authorizing the task, location and address of the elevator equipment, the elevator number, scope of work, and the nature of the original issue(s) with the recommended corrective action(s) to be performed by the Awarded Contractor.

The Awarded Contractor shall maintain the manufacturer's minimum performance standards with regards to floor-to-floor time, door opening time, door closing force, and

floor accuracy and as mentioned below. Elevators shall be adjusted to meet the following basic performance standards and shall be maintained for the duration of the contract.

Contractor shall clean all car and hoist-way door tracks, hangers, interlocks and closers minimum interval, or whenever and where conditions permit. Car tops, pits and machine rooms shall be performed quarterly and semi-annually for hoist-way's and door equipment.

All debris resulting from work shall be promptly removed by the Awarded Contractor. Debris such as wiping rags, empty oil cans, trash from pits, etc., will be disposed of according as directed by the Facilities Management Officer (FMO).

Contractor shall instruct his/her personnel to coordinate and report to the FMO and appropriate building personnel prior to entering and exiting facilities. This will ensure access to the facility upon arrival.

Removal of elevators from service shall be coordinated with and approved by FMO.

The City reserves the right to add or delete equipment to or from this contract. Any additions or deletions shall be written modification to this contract. If new locations are added to the contract, the Awarded Contractor shall provide maintenance and repair services within 10 working days after written notification by the City. The Awarded Contractor shall provide full assistance for periodic inspection and testing of the firefighter's service and standby power operation. Any additional cost to complete the above inspection and testing in overtime shall be paid by the Awarded Contractor.

2.1.1 Elevator Maintenance

Contractor shall provide a full-service maintenance program to include a preventative maintenance program.

The Contractor shall be responsible for giving immediate notice to the Parking Administrator, or designee of any condition, which he discovers, that may present a hazard to either the equipment or passengers.

Preventative maintenance should include a minimum of four (4) visits per year (quarterly visits).

The Contractor shall systematically examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.

- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power - operated doors. Chains, tracks, cams, interlocks, sheaves for vertical biparting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.
- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks, and car door contacts for both side slide and vertical bi- parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to ensure smooth and satisfactory operation.
- The Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall

lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.

- All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- The Contractor shall be responsible for keeping the exterior of the elevator, machinery, and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.
- The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

The Contractors shall reduce elevator response time and repair turn-over.

- Maintenance under this contract shall provide a constant, high-quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators resulting in a minimum of down time.
 - Minor repairs:
 - Completion within twenty-four (24) hours. Include but not limited to replacement of relay coils, relays, door interlocks, door jibs, door operator repairs, and repair selector drive tape.
 - Completion within two (2) working days: Include but not limited to replacement of door operator motors, selectors, drives and motors.
 - Major repairs:
 - Completion of the work should be no more than eight (8) working days. Include but not limited to cable-hoist, brake coils, motor field coils, and replace motor bearings.
 - If additional time is needed, the Contractor shall submit a written request for the approval of the Parking Administrator, or designee.

2.1.2 Modernization

The Contractor shall, as needed, provide upgrade and modernization services for all types of specified equipment. The Contractor is responsible for providing all necessary materials and performing a range services required for any modification, improvement, renovation,

etc., necessary for improving the performance, appearance and/or safety of elevators, escalators and/or walkways. Such modernizations may also be required to satisfy local/regional code requirements, ADA requirements, insurance requirements or equipment obsolescence. The scope of modernization may range from simple part replacements to full system upgrades.

2.1.3 Operating Characteristics

- a. Starting, accelerating, stopping and leveling shall be smooth and free from jars or bumps.
- b. Full speed riding shall be without swaying or vibration.
- c. Door opening times are measured from start of car door open until doors are 1" from the fully open position.
- d. Stopping accuracy shall be measured under all load conditions.
- e. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
- f. Maintain a comfortable ride and vertical alignment of guide rails to a tolerance of 1/16" in 100'.

2.1.4 Individual Elevator Performance

- a. Floor-to-floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open.
- b. Variance from rated speed, regardless of load, shall not exceed $\pm 5\%$ for traction elevators and $\pm 10\%$ for hydraulic elevators.

2.1.5 Replacement Parts

All material and equipment furnished shall be new and in working condition. All replacement parts shall be new as specified by the original manufacturer or new aftermarket parts that are accepted by the elevator industry as equal or better. All inspections, lubrications, adjustments, tests, cleaning, routine repairing, and any other routine preventative maintenance activities shall be performed in accordance herein.

Awarded Contractor shall provide supporting documents for the actual cost of replacement parts or materials when submitting the invoice obtained from the supplier. Awarded Contractor shall certify all major machine components such as motor elements, worms and

gears and other special parts, not stocked, can be delivered within forty-eight (48) hours should any emergency condition occur. Any such deliveries shall be at no additional cost to the City.

As a result of inspection, maintenance, and/or repair service an immediate corrective action is required, Awarded Contractor shall notify FMO immediately. Written notice shall be required for approval to proceed.

2.1.6 Special Testing

2.1.6.1 Solid-State Fault Finder

Awarded Contractor shall maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:

- a. Time of day.
- b. Car position.
- c. 8 points on the safety circuit.
- d. 16 operating signal displays (to indicate what the elevator was doing when the failure occurred).

2.1.6.2 Data Logger Study

When conditions warrant, the Awarded Contractor shall conduct a Data Logger Study supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in enough detail to provide the following data:

- a. Number, direction and waiting time of all hall calls.
- b. Elevators in and out of group service.
- c. Elevators on independent service.
- d. Motor generator running/not running.

The Awarded Contractor shall submit the report within two weeks following the completion of the survey. It shall contain the following: graphs reflective of average call duration verses time of day and bar charts of system response time by floor direction, number of hall calls by floor by direction, and the percentage of hour of

survey tabulating the wait times for hall calls in 15 second intervals between 0 to 120 seconds and longest wait calls for each floor in both directions.

2.1.7 Emergency and Non-Emergency Call Back Services

Emergency repair call back services include, but are not limited to, service requests due to entrapment, services required to correct an inoperable or unsafe condition that may cause serious injury or damage, or corrective services if the City is in non-compliance with the ADA or any other federal, state, or local requirements.

The Awarded Contractor shall respond to emergency repair services within 15 minutes of notice and be onsite within 45 minutes of notification. Failure to meet the response time will result in the Fire Department being called and shall be at the expense of the Awarded Contractor.

Non-emergency repair services include, but are not limited to, service requests due to damage / vandalism and/or intentional misuse by anyone rather than the Awarded Contractor's employees, agents, or subcontractors.

The Awarded Contractor shall respond within 15 minutes of notice and be onsite within 2 hours to prevent disruption or inconvenience to City employees or the public.

Contractor shall supply all labor materials necessary to provide Emergency and Non-emergency Repair Services on an "as-needed" basis.

The Contractor shall provide names and telephone numbers of the persons to be contacted in case of an emergency.

2.1.8 Response Time, Schedule, and Hours of Work

Parts availability of normal wear and tear items should be stocked onsite to minimize downtime (brushes, contacts, fuses, belts etc.) as well as other items that may affect reasonable return to service operations. Routine/preventative maintenance record keeping should be onsite.

Public parking garages, Long Beach Airport (Airport) parking garages, and Airport building elevators are of extreme importance to the daily functions of the locations and are accessible to the public. The Awarded Contractor shall prioritize these locations and respond and repair elevators within 24 hours.

If the FMO finds the Contractor is not making repairs to critical elevators in a timely manner, the FMO may, at their discretion, obtain services from another qualified elevator contractor

to perform the necessary repairs. The cost of the other qualified elevator contractor shall be deducted from the Awarded Contractor's next monthly billings.

Regular service hours for City elevators are Monday through Friday, 6:00 a.m. to 6:00 p.m. Parking garage/public elevator services are subject to longer regular service hours. Please refer to Exhibit A for each location's hours of operation.

Scheduling hours of normal work and preventive maintenance service shall be performed on a regularly scheduled basis during normal business hours, except for designated holidays. City holidays are:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Election Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

No elevator shall remain in inoperable condition for more than 48 hours. Should repairs require additional time, Contractor shall promptly notify FMO or the City to justify the delay. Planned repairs shall be submitted in writing to the FMO prior to placing an elevator out of service. Emergency services are excluded from this requirement.

Contractor shall keep record of work schedules and display in each machine room. Work schedule shall be in chart format, initialed and dated by service man when the inspections are performed.

2.1.9 Exclusions

The following work is excluded from the maintenance and repair services for this contract and shall not be the responsibility of the Contractor.

- a. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- b. Lamps for normal car and machine room illumination.
- c. Underground hydraulic piping and cylinders.
- d. Repair or replacement of hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors, communication equipment not installed by the Awarded Contractor, and cleaning of car interiors and exposed portions of sills.
- e. Repairs due to negligence, accident or misuse of the equipment by anyone other than the Awarded Contractor, its employees, subcontractors, servants or agents, or other cause beyond the Awarded Contractor's control.

2.1.10 Required Certifications and Compliance

2.1.10.1 Elevator Mechanics

All work performed under this contract shall be performed by skilled and competent Elevator Mechanics. Elevator Mechanics shall have a minimum experience of 3 years maintaining elevators and has directly worked with the Awarded Contractor. Elevator Mechanic Helpers and/or Elevator Mechanic Apprentices may be used, provided they are under direct supervision of the Journeyman Elevator Mechanic. Appropriate personnel shall be assigned to complete maintenance in a timely manner. Contractor shall maintain a valid copy of a C-11 (Elevator Contractor) license for the duration of the contract.

2.1.10.2 American Society of Mechanical Engineers

All maintenance and repairs shall be compliant with the latest version of The American Society of Mechanical Engineers (ASME) A17 Elevator Safety Standards ASME A17.1 Safety Code for Elevators and Escalators, ASME A17.2 Inspector's Guide for Elevators and Escalators, and ASME A17.3 Safety Code for Existing Elevators and Escalators. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

2.1.10.3 ADA compliance

Bidder shall inspect Americans with Disabilities Act (ADA) compliance and provide the City with a status report within 30 days of contract execution. Bidder shall report

any deficiencies and non-compliant equipment to the FMO for review. The City may request for a quote to correct any deficiencies that may not be covered under this contract.

2.2 Performance Metrics & Contract Management

2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the Awarded Contractor during the contract. This list is an indication of the performance metrics of interest to the City, and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties, and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Elevators Out of Service	Number of elevators temporarily out of service for unscheduled, unplanned maintenance	None / minimal	Performance Report
2. Comments / Concerns	Number of negative public comments and concerns regarding non-operable elevators	None / minimal	Performance Report
3. Emergency Response Time	Time it takes for the Contractor to notice and be onsite for emergency call back repair services	15 / 45 minutes	Performance Report

2.2.2 Contract Management

Prior to commencement of work by the Awarded Contractor, FMO and Awarded Contractor shall schedule a meeting for a walk-through of all facilities to service and exchange

emergency contact information for day and evening emergency communication. FMO shall be available to the Awarded Contractor for questions and or concerns regarding all City elevators.

All elevator contractor personnel shall report to the FMO and appropriate building personnel prior to and after completion of any work to be performed. Failure to report to the FMO shall be considered a "non-appearance".

Daniel Ramirez, Facilities Maintenance Officer

Department of Public Works

562-570-5953

During the term of the contract, the Awarded Contractor shall provide a list of all certified mechanic employees assigned to this contract. Any additions/omissions to the list shall be communicated to the FMO, within 24 hours of acknowledgement.

The City reserves the right to request and receive copies of all work tickets relative to routine maintenance hours, repair hours, call-back hours and any and all labor performed on work over and beyond the coverage of specifications.

The City reserves the right to request a complete set of prints showing as-built conditions.

The Awarded Contractor shall provide an annual report to the FMO, including a supervisory survey on items that are outside the scope of this Contract. This report should include changes in technology, potential safety hazards, building operations that could adversely affect the operation of elevator equipment, and any recommended upgrades.

Communication and Management: Meeting to be scheduled with elevator account manager on an as needed basis to review and address any issues related to contract performance.

Performance Reports: Service/work order reports shall be provided by the contractor and left onsite in a binder for routine review.

Contractor shall assist in establishing prioritization schedules for repair and maintenance.

Contractor shall maintain a complete electronic record by elevator of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the Parking Administrator. This monthly report shall indicate the elevator number, date work was performed, type of work

(callback, replacement or repair), brief description of the work performed, manhours expended, and materials used.

2.2.3 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed. Contractor shall be required to submit the inspection from with the monthly invoices. All invoices shall include the date, time, description of work, and reference of the purchase order number. Contractor shall provide supporting documents for the actual cost of replacement parts or materials when submitting the invoice obtained from the supplier. Invoices must be submitted for payment.

3 How We Choose

3.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Mandatory three years of experience maintaining elevators of similar scale and type
- A valid C-11 Elevator Contractor license

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA	Weight
1. Organizational Capacity & Experience • Outlines expertise and experience in comparable engagements • Sufficient staff capacity to handle the installation, maintenance, repair, inspections, emergency response, and related services for the various elevators Citywide • Organizational capacity to be timely responsive to State Preliminary Orders • Proper certifications, licenses, and qualifications	30%
2. Method of Approach • Expertise and availability of key personnel	40%
3. Communications & Reporting • Accurate record-keeping and reporting • Conformance with the terms of the RFP	10%
4. Reasonableness of Cost	20%

4 Proposal Instructions & Content

4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	04/22/25	
Mandatory Pre-Proposal Meeting and Site Walk	10:00 AM 05/06/25	• Aquarium of the Pacific, 99 Aquarium Way City Place Parking Structures A,B,C, 50 E 5th St. Long Beach Airport Parking Structures, 4239 Donald Douglas Dr. (meet outside the terminal.) • Two other sites to be identified.
Questions due to the City	11:00 AM 05/13/25	• Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	05/20/25	• Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	11:00 AM 05/29/25	• Proposals should be submitted electronically via LongBeachBuys.com. • Late proposals, or proposals submitted through other channels will not be accepted. • Proposers are responsible for submitting their proposals completely and on time. ○ Proposers will receive an e-bid confirmation number with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. ○ For technical support, email or call the City during normal business hours at LBPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative & Cost Proposals	June 2025	• An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City.

		Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Interviews	TBD	The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	June 2025	- Selected Contractor(s) will be notified in writing. - Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP. - Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	June 2025	
Proposer Debrief	After Contractor is Selected	Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
☐ Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
☐ Cost Proposal	It is desired that the Cost Proposal include a percent discount on parts / materials and an hourly rate for services.

The Cost Proposal should include the following Labor Rate information:

- Normal
- Overtime
- Emergency Callback
- Holidays

Cost Proposals should also include anything outside of routine maintenance, including breakdown of labor and material costs.

Describe your pricing model for services, parts and supplies. Do you utilize a discount off of list model, "web" pricing minus discount model, etc.?

Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others.

Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation?

Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc.

Describe if and how volume discounts may be applied for certain orders.

PROPOSAL APPENDICES

- | | |
|--|--|
| ☐ Financial Stability | Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. |
|--|--|

	• Financial Statement or Annual Report • Business tax return • Statement of income and balance sheet
☐ Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
☐ A. Authorization & Certification	
☐ B. Equal Benefits Ordinance (EBO) Form	
☐ C. Proof of registration with the California Department of Industrial Relations	
☐ D. Axia Exhibit	
Attachments Which May be Submitted Upon Award <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible, include available information as part of your proposal to expedite processing.</i>	
☐ E. W-9	
☐ F. Business License	
☐ G. Proof of Registration with the California Secretary of State	
☐ H. Certificates of Insurance:	
☐ I. Current Contractor's State License Board print out	
☐ Contact Information <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>	

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information. The narrative should also provide a breakdown of time dedicated to preventative maintenance / inspection per week, month, etc. at each location.

Additionally, Proposers must also complete Attachments D and E (Attachment D: Exhibit E Special Terms and Conditions and Attachment E: Axia Questions).

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	DIR Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	☐ Non-Profit	
	☐ Sole Proprietorship	
	☐ General Partnership	
	☐ Corporation State and Date of incorporation:	
	☐ Limited Liability Company	
	☐ Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have in total and residing in Long Beach?		

Where are the representative(s) that would service the City's account located?		
Please provide a plan overview of how this service will be staffed, including the percentage of time each employee will be allocated for the service and the experience of the staff performing the service.		
Detail your experience in elevator maintenance. Include the scope and structure of your distribution and service network nationally.		
Detail the full scope of services that your company offers.		
Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?		
Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.		
Who will be your management contact responsible for the success of the cooperative program on a national basis?		
How many sellers are dedicated to selling and supporting elevator installation and maintenance to the local government market?		
If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134 .		
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION		
Does the proposal include subcontractors?		☐ Yes ☐ No
If applicable, provide the following for all subcontractors included in this proposal.		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit ☐ Sole Proprietorship

	☐ General Partnership
	☐ Corporation <i>State and Date of incorporation:</i> _____
	☐ Limited Liability Company
	☐ Other _____
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	
Please provide a plan overview of how this service will be staffed, including the percentage of time each employee will be allocated for the service and the experience of the staff performing the service.	

Method of Approach

1. Please review the Scope of Work and demonstrate your firm's ability to provide the full scope of services and related materials to the City of Long Beach and other public agencies through the Axia Cooperative purchasing program.

2. Please summarize your proposal and include why your organization is qualified to provide the services described in this RFP by providing 2 to 3 detailed examples of your organization's successful service (limit your response to 1-2 paragraphs per example).
3. Please describe your organization's ability to adequately assign staff and access to equipment / materials necessary to complete the services described in this RFP.
4. Please describe your logic model on how your organization will achieve target goals as they relate to response time to maintenance, state preliminary orders, emergencies, etc.
5. Please summarize an example of your proposed workplan with timelines for key milestones.
6. Please explain what your organization will do to mitigate technical challenges, supply shortages, operational hazards and other challenges commonly associated with the services described in this RFP.
7. Please describe what your organization will need from the City to successfully complete the services described in this RFP.
8. Detail any value-added services and programs that may complement the comprehensive elevator installation and maintenance offering. Such offerings may include (but are not necessarily limited to): a. Small business partnership programs, such as local fulfillment and/or service partners b. Training & Education c. Consulting services d. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. e. Customer support services f. Rebate/incentive programs g. Other services Include details as to how these proposed services/programs would be rolled out to the City of Long Beach and other participating agencies through the Axia Cooperative purchasing program.

9. Is all pricing for parts and supplies, for City of Long Beach and all other participating agencies of the Axia Cooperative purchasing program, inclusive of delivery fees? If so, detail how this will impact pricing, accounting for your distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies).
10. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: a. Market the agreement to public agencies nationally b. Educate your firm's sales staff about the cooperative purchasing program c. Connect your sellers with the Axia team to pursue joint selling efforts d. Connect with customer decision makers e. Track sales and report back to Axia Cooperative
11. What specific steps will your company take to train and equip their account managers to sell the program on a national basis?
12. Will you establish national sales goals for public agency adoption of the cooperative agreement?
13. What tools will you utilize to track opportunities and hold sellers accountable?
14. Describe all methods of accepting orders (online, apps, phone, email, in-person, etc.).
15. Describe your available invoicing processes.
16. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures.
17. Complete and sign the Federal Funds Certification included in Exhibit B, Section C.
18. Please review the Sample Axia Cooperative Administration Agreement in Exhibit B, Exhibit D. Note any questions, concerns and/or proposed exceptions.

Communications & Reporting

1. What vendor supplied real-time, web-based work order software will your organization use to track and evaluate services described in this RFP. Will the City have access to this software to view status of work?
2. Please describe the organizational and management structure of your organization. In addition, provide the number of personnel including employees, interns, members and volunteers. Please explain the supervision of front-line employees that will be completing the services described in this RFP. Please also explain the structure of employees handling State Preliminary Orders and Reporting.
3. Please explain how your organization will report on performance to the City, and coordinate with the City to successfully complete the services described in this RFP.
4. Please describe your organization's capacity to successfully collaborate with community partnerships, organization, residents, and stakeholders. Include which de-escalation techniques/strategies your organization and staff currently practice, if any.
5. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Department of Public Works
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from

any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.
19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. In the event a Proposer received assistance from City staff or a representative of the City (technical assistance provider), the City is not responsible for any mistakes, inaccuracies, delays, or any other impact that the assistance provided did to impact the Proposer's final product. Available technical assistance support services are only intended to provide advice and does not constitute a basis for any protest to this contract opportunity. It is solely the Proposer's responsibility to prepare and submit a response to the RFP.
21. Proposal will become public record after the conclusion of the negotiation process and before final approval by the awarding body unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby

agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

22. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
23. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
24. Each Proposer must adhere to the City's Vendor Code of Conduct, including, but not limited to, disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest. The Vendor Code of Conduct can be found at <https://longbeach.gov/globalassets/finance/media-library/documents/business-info/purchasing-division/final-vendor-code-of-conduct-2023>
25. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
26. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in

the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

27. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
28. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
29. The City will not be liable for Federal, State, or Local excise taxes.
30. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
31. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
32. Proposals shall be kept confidential through the negotiation process.
33. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.

34. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual

obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this contract, Contractor shall procure and maintain at Contractor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude coverage for liability resulting from cross liability protection.
 - b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.
 - c. If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention

provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.
4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and

regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.

9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.
12. **PUBLIC WORKS OF IMPROVEMENT ONLY:** Contractor agrees that all public work (as defined in California Labor Code Section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code Sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.
13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1776
14. **CALIFORNIA WAGE RATE REQUIREMENTS:** This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed

to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2025-1 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

15. **FEDERAL DAVIS BACON REQUIREMENTS (FEDERALLY ASSISTED CONTRACTS ONLY):** Federal-aid Work is subject to the requirements of the Davis Bacon Act. The contractor to whom the contract is awarded must comply with the Federal Wage Decision contained in Division E of the Specifications and all record keeping requirements of the Davis Bacon Act. The Federal Wage Rate associated with this procurement is CA20250022MOD4. This wage rate will be verified 10 days prior to bids due, at which time an addendum will be posted with the newly applicable rate.
16. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further

cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

17. **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
18. Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.
19. **APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER \$30,000 ONLY):** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.
20. **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq.

5.4 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

EXHIBIT "A-2"
Scope of Work

1. Please review the Scope of Work and demonstrate your firm's ability to provide the full scope of services and related materials to the City of Long Beach and other public agencies through the Axia Cooperative purchasing program.

Fujitec America Inc will has the full intention to deliver 100% of the scope and will be able to fully delivery on it's commitment to the city of Long Beach. Our group of mechanics are top tied and provide a best in class service and customer satisfaction. We position our mechanics to have the availability to proactively maintain elevators by ensuring their routes have a manageable unit count, with an average of 77 units per mechanic. We office staff who will specialize in your account across multiple departments. We have the capabilities and the staff to deliver and exceed the scope and your expectations.

Our Southern California branch currently services thousands of elevator units and employs a highly trained team of mechanics, field supervisors, and project managers who are fully qualified to perform the full range of services described in. Our team is experienced in maintaining and modernizing both Fujitec equipment and third-party proprietary/non-proprietary systems. We maintain a low route-to-mechanic ratio to ensure timely monthly service, support rapid response to callbacks, and maintain uptime in mission-critical locations.

We meet or exceed the City's requirements in the following areas:

- Preventive maintenance with monthly service per unit proactively maintaining all equipment including machines, motors, controllers, hoist way equipment, door equipment and cleaning and lubrications.
- Emergency response within 45 minutes, 24/7, with staffing and dispatch protocols in place
- Minor and major repairs, with a regularly supplied stock of parts house onsite, in-house or vendor-sourced with our close knit partnerships.
- Branch location and warehouse inventory center approx. 13 miles away from Long Beach City.
- Modernization and new build construction capabilities, including controller upgrades, ADA retrofits, and full system replacements
- Code compliance and inspections, including ASME A17.1/A17.3, ADA assessments, and standby power/firefighter service testing
- Reporting and documentation, including maintenance logs, callback records, certified payrolls, and digital performance summaries

Fujitec has a national account team with centralized contract administrators focused on supporting and growing programs such AXIA's cooperative agreement. This provides a central point of contact for our national customer to streamline communication. Our combination of technical capability, local responsiveness, and national scalability makes us uniquely qualified to serve as a preferred elevator partner under this cooperative contract model.

2. Please summarize your proposal and include why your organization is qualified to provide the services described in this RFP by providing 2 to 3 detailed examples of your organization's successful service (limit your response to 1-2 paragraphs per example).

Fujitec America Inc.'s current book of business includes several public-sector partnerships that closely align with the scope of work outlined in this RFP. We are proud to offer a scalable, responsive service model backed by decades of elevator industry experience and a strong Southern California presence. Our low mechanic-to-unit ratio, proactive maintenance philosophy, and commitment to clear

communication allow us to deliver consistent, high-performance service for public agencies with complex portfolios. Below are a few examples of how we've successfully supported clients with similar operational and compliance requirements.

Orange County Sheriff's Department (OCSD)

Fujitec provides full-service elevator maintenance across multiple OCSD properties, including jails, office buildings, and training facilities. This partnership is successful because of our ability to proactively maintain critical equipment and keep communication channels open at all times. We aim for 100% operational readiness 24/7, and we work closely with County staff to ensure our services align with their operational needs. Our team provides regular performance updates, tailored capital planning recommendations, and meets regularly with OCSD stakeholders to address ongoing priorities. This level of involvement helps us prevent downtime, respond quickly to service calls, and develop long-term upgrade strategies in coordination with the department.

Los Angeles Unified School District (LAUSD)

At LAUSD, we manage a large portfolio of school-based elevator systems that require monthly preventive maintenance visits. We assign mechanics with manageable, low-volume routes across all of our team, which allows them to regularly service and inspect each unit thoroughly. This ensures that no equipment is overlooked and that aging systems are given the attention they need to remain compliant and reliable. In cases of emergency repairs, we work closely with school and district personnel to create action plans that prioritize safety and minimize service disruption. Our consistent communication and transparent reporting have helped us build a dependable, long-term partnership with one of the largest school districts in the country.

3. Please describe your organization's ability to adequately assign staff and access to equipment / materials necessary to complete the services described in this RFP.

At Fujitec America Inc Los Angeles Office, we have a best in class unit to mechanic ratio, with 77 units per mechanic, which makes us uniquely qualified to meet your maintenance and repair services. To support your properties we will have a dedicated route mechanic and four additional mechanics qualified mechanics assigned to routes in and around the City of Long Beach, many of whom have years of hands-on experience with the City's existing elevator equipment. These mechanics are already familiar with the layouts, service protocols, and equipment types found throughout Long Beach's facilities with our existing partnership with Pike Garage, which allows us to provide seamless, immediate support without a learning curve.

Should additional support be needed, our branch operates as a collaborative team. Our mechanics, supervisors, and managers communicate frequently and are ready to assist one another at a moment's notice. Whether it's troubleshooting a difficult issue or providing emergency coverage, we pride ourselves on a team-first culture where help is never more than a phone call or short drive away.

Regarding materials, we maintain an ample stock of high-usage elevator parts and components in our local warehouse and can provide stock onsite. This includes relays, coils, buttons, door equipment, and other key components necessary for routine maintenance and common repairs. For specialized or proprietary parts, we are ready to coordinate with Long Beach City to provide stock onsite to further reduce turnaround time for major repairs or component failures to ensure maximum equipment uptime.

- Local warehouse in Santa Fe Springs, California
- Headquarters warehouse in Mason, Ohio
- We partner with a vast array of parts manufacturers and distributors to acquire parts for all makes and models of elevator and escalator equipment.
- To ensure that can minimize down time

In addition to our field and inventory capabilities, our centralized dispatch, local warehouse team, and office support staff help ensure proper coordination, documentation, and communication across all service activities. This integrated structure ensures that we are well-prepared to meet the Long Beach's needs, both day-to-day and in response to any urgent or unforeseen challenges.

4. Please describe your logic model on how your organization will achieve target goals as they relate to response time to maintenance, state preliminary orders, emergencies, etc.

Our logic model is to fulfill our obligations and exceed expectations. We design our service routes intentionally to ensure mechanics have the time and capacity to perform quality preventive maintenance and respond quickly to service needs.

Regular Maintenance:

Route mechanic and account manager will work directly with each property to provide a dynamic schedule to provide monthly maintenance. We will provide preventive maintenance program with each service item serviced on a regular basis. We will have time allotted in case of callbacks to ensure we are able to complete all maintenance requirements each month. With open lines of communication, we can ensure we provide services around city of Long Beach events and ensure we have optimal equipment uptime with regular service and respond to callbacks

Callbacks and Emergencies:

During regular hours, all service calls are handled by our local dispatch team, who are familiar with the City's facilities and internal procedures. We strategically dispatch a nearby mechanic who knows the equipment and understands how the city operates, resulting in faster, more informed service. We take a proactive approach by identifying aged, worn, or obsolete equipment in advance during our maintenance service. We work closely with Long Beach staff to plan for potential failures by pre-ordering critical parts or proposing replacements or upgrades aligned with the City's budget and operational needs.

State Preliminary Orders:

Once the City of Long Beach provides the state preliminary orders to their account manager, we have an operations coordinator who specifically will work with your account manager and the property manager and engineer to schedule your route mechanic or to schedule a repair crew to complete the corrections before the due date. Once completed the operations coordinator will submit all required paperwork to the state and to the city of Long Beach.

Fujitec America Inc.'s logic model is built around fulfilling our contractual obligations while striving to

exceed expectations. Our approach focuses on proactive planning, strategic staffing, and strong communication to ensure we meet all target goals related to maintenance, emergency response, and compliance with State Preliminary Orders.

Regular Maintenance

We intentionally design our service routes to allow our mechanics the time and capacity to perform high-quality preventive maintenance and respond to service needs without delay. Your dedicated route mechanic and account manager will work directly with each City property to develop a dynamic monthly maintenance schedule. All required service items will be addressed on a consistent rotation. We will also allocate additional time to account for callbacks, ensuring that all routine service and follow-up needs are completed in a timely manner. With open lines of communication, we will coordinate maintenance around City events and operational schedules to minimize disruption and maximize equipment uptime.

Callbacks and Emergencies

During regular business hours, service calls are managed by our local dispatch team, who are familiar with Long Beach facilities and priorities. We strategically dispatch the nearest available mechanic, with familiarity with the specific equipment and buildings. This results in faster, more accurate service and reduces downtime. We take a proactive approach during routine maintenance to identify aging or obsolete equipment and work with City staff to pre-order critical parts or plan for future replacements and upgrades that align with budget cycles and operational goals.

State Preliminary Orders

Upon receiving State Preliminary Orders from the City, your account manager will partner with our internal operations coordinator, whose job is to specifically coordinate state work, to ensure timely resolution. The operations coordinator will work directly with the account manager, and the building to schedule either your route mechanic or a specialized repair crew to complete all required corrections prior to the stated due date. Once the work is completed, the operations coordinator will submit all required documentation to both the State of California and the City of Long Beach, ensuring full compliance with inspection deadlines.

Lastly, I will serve as your dedicated point of contact, available to assist with any issue that arises. Our ability to maintain open communication, strategic planning, and quick adaptation is what allows us to consistently meet and often exceed response time goals, emergency readiness, and compliance requirements.

5. Please summarize an example of your proposed workplan with timelines for key milestones.

Upon contract execution, Fujitec America Inc. will begin coordinating internally to assign a dedicated route mechanic to service the City of Long Beach's equipment. Your account manager will schedule an introductory meeting with the Facilities Maintenance Officer (FMO) to review communication protocols, provide contact details, and conduct a walkthrough of all covered facilities to assess site access and location-specific requirements.

First 30 Days: Initial Setup & Assessment

- Assign and finalize route mechanic and backup support team
- Submit a list of all certified personnel assigned to the contract

- Conduct initial walkthrough and facility access coordination
- Begin monthly preventive maintenance and logging activities
- Submit ADA compliance status report as required by Section 2.1.10.3
- Perform preliminary inspections to establish baseline condition of all equipment
- Identify any immediate safety or performance concerns and flag for review
- Begin tracking callback and maintenance activity by unit

30–60 Days: Equipment Familiarization & Service Calibration

- Continue monthly preventive maintenance on all covered units
- Begin quarterly pit and machine room cleanings
- Provide equipment overview report with notes on aging or high-risk systems
- Coordinate with City to discuss spare part stocking needs or pre-approval for attic stock
- Identify obsolete components and submit proposals if early intervention is needed
- Review and, if applicable, submit early repair or upgrade proposals for out-of-scope issues
- Host monthly check-in meeting with the FMO to fine-tune schedules, review early service data, and align on communication

60–90 Days: Service Optimization & Stabilization

- Submit first monthly performance report summarizing maintenance, callbacks, and repairs
- Finalize routine callback protocols with City and dispatch team
- Propose long-term maintenance calendar or project roadmap (if requested)
- Submit repair schedules for any outstanding State Preliminary Orders, if applicable
- Review equipment uptime and service history; begin identifying trends
- Continue regular service and initiate transition to quarterly performance review meetings if approved by City

Ongoing: Long-Term Maintenance and Coordination

- Perform monthly preventive maintenance and callback coverage
- Complete quarterly inspections, cleanings, and service logging
- Submit monthly reporting and documentation
- Respond to emergencies within 45-minute arrival standards
- Provide annual supervisory report with modernization and safety recommendations
- Maintain open communication with account manager as central point of contact

6. Please explain what your organization will do to mitigate technical challenges, supply shortages, operational hazards and other challenges commonly associated with the services described in this RFP.

Fujitec America Inc.'s approach focuses on proactive planning, open communication, and strategic management of manpower and materials to reduce service disruptions and prioritize safety. To address technical challenges, we will assign an experienced mechanic who is well-versed in a wide range of elevator systems from various manufacturers currently used by the City. This mechanic will be supported by a team of peers who are readily available to assist either by phone or onsite when needed.

In addition to the depth of knowledge our mechanics bring from years of industry experience across all major OEMs, we also equip them with ongoing training and advanced digital fault-finding tools to quickly diagnose and resolve issues—ensuring a safe and reliable return to service.

We recognize that some components in the industry are subject to longer lead times. To mitigate delays, we maintain an inventory of commonly used parts both in our regional warehouse and onsite. We are also open to coordinating with the City to store additional, less commonly stocked components onsite to improve turnaround times and ensure equipment uptime. Thanks to our long-standing partnerships with both OEM and non-OEM suppliers, we're able to expedite sourcing for specialized or obsolete parts when available. In cases where extended lead times are unavoidable, we will proactively work with the City to plan ahead, recommend replacements, or help establish attic stock reserves.

Safety remains our top priority, for both passengers and our technicians. All Fujitec personnel are trained in workplace safety protocols, including lockout/tagout procedures and hazard recognition. We provide for our mechanics ongoing safety training. We perform proactive inspections and ensure that all machine rooms, pits, and related areas are clean and free of debris to maintain safe and reliable operation. Any hazards discovered will be documented and communicated immediately with a proposed corrective plan for a quick resolution.

Our mitigation strategy is deeply rooted in open communication and proactive maintenance, catching issues before they escalate. We have strong technical support staff locally and nationally. Your account manager will remain consistently available, providing real-time updates and support as needed. Our team is prepared to adapt and respond quickly, ensuring that the City of Long Beach receives dependable, safe, and responsive elevator service at all times.

7. Please describe what your organization will need from the City to successfully complete the services described in this RFP.

To successfully deliver the services outlined in this RFP, Fujitec America Inc. will request the following support and coordination from the City of Long Beach:

- **Facility Access & Security Information:**
Access to all elevator machine rooms, pits, and control spaces, including keys, codes, badges, or escorts as required by the facility.
- **Property-Specific Contact Information:**
A list of property management and building engineering contacts for each site covered under the contract to ensure clear coordination and site-specific communication.
- **Designated City Liaison:**
A primary point of contact (e.g., the Facilities Maintenance Officer or designated contract manager) to coordinate inspections, approvals, and performance reviews.
- **Special Instructions or Restrictions:**
Notification of any special procedures, building protocols, or service-hour restrictions our team must follow at specific locations.
- **Event or Closure Notifications:**
Advance notice of any City events, construction, or access limitations that may affect scheduling or equipment availability.

With these items in place, Fujitec can efficiently coordinate service delivery, maintain open communication, and ensure all preventive maintenance, emergency response, and regulatory obligations are met on schedule.

8. Detail any value-added services and programs that may complement the comprehensive elevator installation and maintenance offering. Such offerings may include (but are not necessarily limited to):

- a. Small business partnership programs, such as local fulfillment and/or service partners
- b. Training & Education
- c. Consulting services
- d. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc.
- e. Customer support services
- f. Rebate/incentive programs
- g. Other services

Include details as to how these proposed services/programs would be rolled out to the City of Long Beach and other participating agencies through the Axia Cooperative purchasing program.

Fujitec America Inc. is committed to providing more than just elevator maintenance, we strive to be a long-term, trusted partner to the City of Long Beach and other participating agencies through the Axia Cooperative. Below are several value-added services that complement our core offering:

a. Training & Education

Your dedicated account manager and route mechanic will serve as ongoing resources to the City. If your staff ever has questions regarding how the elevator systems operate, what services are being performed, or what to expect from scheduled work, our team is readily available to provide informal, hands-on education. We also offer site-based walkthroughs and guidance during inspections or planning discussions to ensure City personnel feel confident in managing and understanding the equipment under their care.

b. Consulting Services

We go beyond routine maintenance by offering consultative support for modernization, upgrades, and capital planning. Whether your equipment is under service with Fujitec or another provider, our team can help assess lifecycle status, review vendor proposals, and guide you through the decision-making process. Our goal is to ensure you are fully informed and confident in your elevator investment strategy, regardless of the manufacturer or service provider.

c. Customer Support Services

Our local office staff is always available to support City personnel with day-to-day service inquiries, scheduling, or documentation needs. We pride ourselves on being responsive and accessible, with a customer-first approach. For after-hours support, our on-call team and account manager remain accessible to address urgent issues, coordinate dispatch, and provide real-time updates.

d. Sustainability Initiatives

Fujitec incorporates sustainable practices across our operations, including recycling of removed elevator components, use of energy-efficient equipment during modernization projects, and digital reporting to minimize paper use. We also comply with local environmental standards and are committed to reducing waste and emissions across our service fleet.

e. Other Services (Project Planning & Forecasting)

We support our public-sector clients by providing forward-looking capital improvement guidance, including end-of-life forecasts for major elevator systems and budgeting support for upcoming fiscal years. These recommendations are typically included in our annual reports but can also be requested on-demand to support City planning efforts.

All of the above services can be extended to other public agencies participating in the Axia Cooperative purchasing program. Fujitec's administrative team is experienced in onboarding cooperative contracts and can tailor service levels, reporting formats, and communication protocols to meet the specific needs of each participating agency—ensuring consistency, scalability, and accountability across jurisdictions.

9. Is all pricing for parts and supplies, for City of Long Beach and all other participating agencies of the Axia Cooperative purchasing program, inclusive of delivery fees? If so, detail how this will impact pricing, accounting for your distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies).

Yes, we include shipping in estimating we have a national Fedex account for preferred pricing for all shipments.

10. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to:

- a. Market the agreement to public agencies nationally
- b. Educate your firm's sales staff about the cooperative purchasing program
- c. Connect your sellers with the Axia team to pursue joint selling efforts
- d. Connect with customer decision makers
- e. Track sales and report back to Axia Cooperative

Fujitec is committed to leveraging the Axia Cooperative agreement nationally. Our centralized National Account team in conjunction with our branch sales teams will educate, market, and further leverage the Axia agreement in every branch location. Leveraging the Axia Cooperative agreement will be a key sales initiative.

We will provide quarterly training to our sales representatives to include education around the program, contract details, sales, and negotiation training specific to the Axia agreement. Additionally, we will set sales targets for each rep, and we will require our team to systematically contact public agencies.

We will collaborate closely with the Axia team to pursue joint selling efforts and will track and share data accordingly. Should we be awarded the contract, we are committed to growing our partnership.

11. What specific steps will your company take to train and equip their account managers to sell the program on a national basis?

We will regularly train all sales reps, at a minimum of quarterly, on the Axia Cooperative agreement, contract details, negotiation and sales skills to educate and partner with public agencies. We are happy to include the Axia team to participate in and co-host training sessions.

12. Will you establish national sales goals for public agency adoption of the cooperative agreement?

Yes. To start, we will assign a sales target of two information sessions per month, per rep. We will provide detailed information about both the Axia Cooperative Agreement and Fujitec's services and capabilities. We will invite Axia to attend larger presentations should they want to participate.

13. What tools will you utilize to track opportunities and hold sellers accountable?

We have an activity, and sales tracker called our "Sales Business Review" that will be used to track opportunities. We host our sales business reviews weekly and review key initiatives, such as utilizing the Axia Cooperative agreement.

14. Describe all methods of accepting orders (online, apps, phone, email, in-person, etc.).

For general service, callbacks, and emergency services, all requests must be made by phone to our dedicated branch service line. This line is monitored 24/7 and is specific to our local office, ensuring that calls are answered and dispatched promptly by personnel familiar with your account. Each request received through the service line is tracked by a service ticket system, allowing for accurate logging, follow-up, and documentation. If additional support is needed, your account manager is also available by phone or email to assist directly.

For any work that falls outside the scope of routine maintenance, such as repairs, upgrades, or modernization projects, your account manager or service coordinator will issue a proposal via email. Each proposal will clearly outline the scope of work, labor requirements, and material costs. Written approval via email is required before any parts are ordered or work is scheduled, ensuring transparency and customer authorization at every step.

In addition to phone and email, Fujitec's local office staff and account managers are available in person during regular business hours to meet on-site or discuss ongoing needs. After hours, the service line remains fully operational, and your account manager is reachable by phone or email in the event of an emergency to provide responsive coordination for all service scenarios.

15. Describe your available invoicing processes.

Due to prevailing wage requirements, we will follow the system/program requirements the facilities require. We are familiar due to our existing process that requires prevailing wages due to our existing partnership with Pike Garage. We can adapt this existing process to other locations.

16. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures.

Fujitec America Inc. is committed to responsive, transparent issue resolution. You will have a dedicated account manager who will serve as your primary point of contact for addressing any questions, concerns, or service-related issues. In addition to your account manager, the branch manager and regional manager are also available for escalation, ensuring that support is always accessible at multiple levels.

Most issues can be resolved quickly by your account manager via phone or email, but when needed, we are available for video conferences or in-person meetings to provide additional support and clarification.

In the event of a material-related issue: If incorrect parts are ordered by Fujitec, the customer will not be charged, and we will handle replacement orders promptly. If the materials are received damaged, we will coordinate directly with the vendor to replace the part and again, the customer will not be held responsible for any additional costs.

For invoicing disputes, your account manager will work with you to provide a detailed breakdown of the work performed, labor hours, and materials used. If there is a billing error or clarification needed, we will make the necessary adjustments and use the situation as an opportunity to improve clarity and prevent future misunderstandings.

Our issue resolution process is rooted in partnership, open communication, and accountability. Our goal is always to maintain a strong, cooperative relationship with the City of Long Beach and ensure that any concerns are resolved quickly, professionally, and fairly.

17. Complete and sign the Federal Funds Certification included in Exhibit B, Section C.

Please see attachment D.

18. Please review the Sample Axia Cooperative Administration Agreement in Exhibit B, Exhibit D.
Note any questions, concerns and/or proposed exceptions.

None at this time.

Communications & Reporting

1. What vendor supplied real-time, web-based work order software will your organization use to track and evaluate services described in this RFP. Will the City have access to this software to view status of work?

We a dedicated CRM that tracks and provides at data, at this time it's internally facing. We are working on a web based customer solution that will be released in the near future.

2. Please describe the organizational and management structure of your organization. In addition, provide the number of personnel including employees, interns, members and volunteers. Please explain the supervision of front-line employees that will be completing the services described in this RFP. Please also explain the structure of employees handling State Preliminary Orders and Reporting.

Fujitec America Inc. maintains a well-defined organizational and management structure to ensure clear communication, efficient service delivery, and accountability across all aspects of our operations.

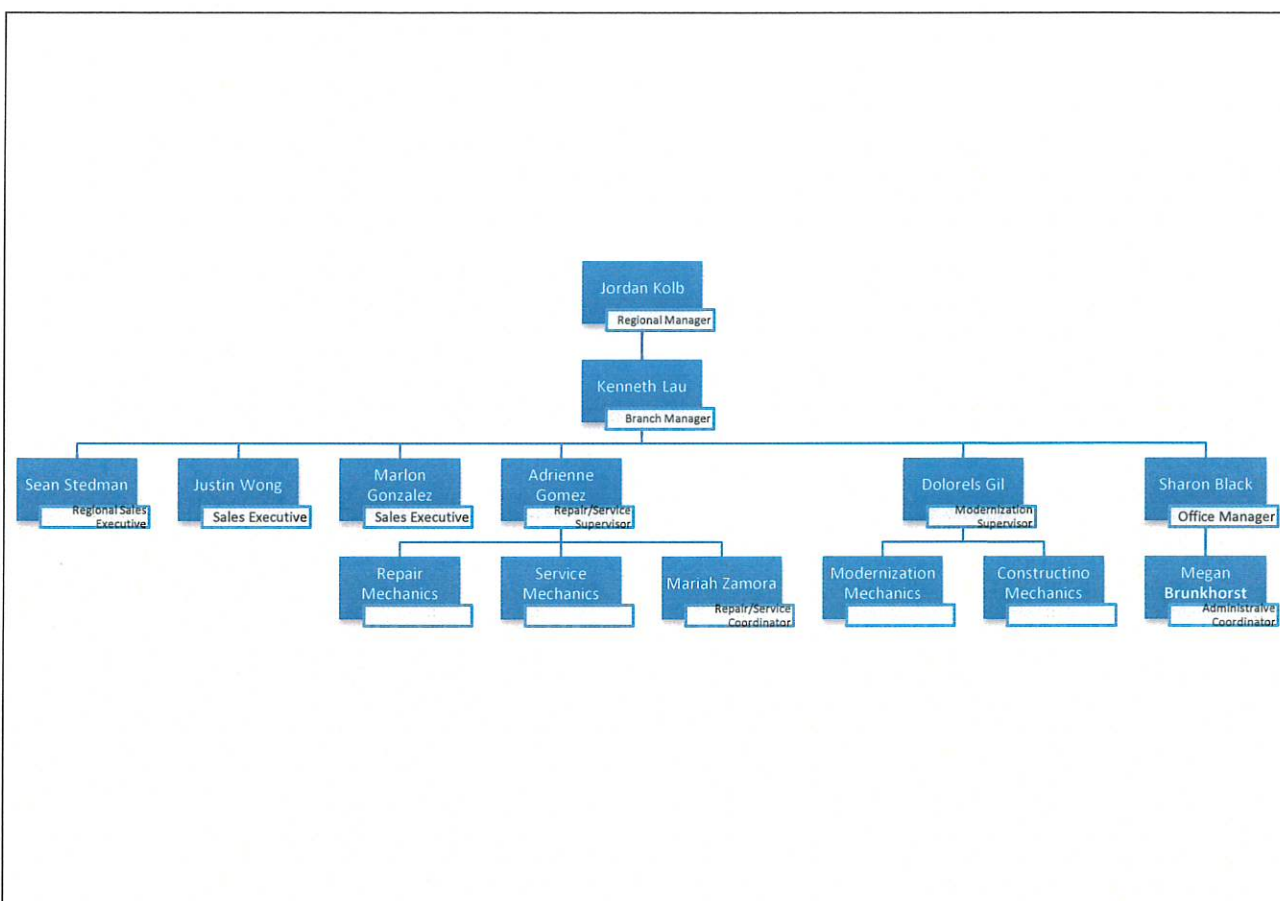
For the City of Long Beach, your account manager will serve as the primary point of contact, responsible for day-to-day communication, scheduling, and issue resolution. In the event your account manager is unavailable or an issue requires escalation, contact information for the branch manager and regional manager will also be provided to ensure uninterrupted support.

Each Fujitec branch includes an office manager who oversees administrative functions such as invoicing, and coordinating general service needs.

The maintenance and repair office team is responsible for organizing service routes, scheduling maintenance activities, and assigning mechanics. Separately, our modernization and construction office team manages all upgrade and installation projects. These office teams will oversee the field mechanics in each specialty.

Regarding State Preliminary Orders, all correspondence should be directed to your account manager. Once received, the order is routed to the maintenance and repair office team, where it is reviewed, prioritized, and scheduled like any standard repair. A proposed schedule will be provided to the City for approval. Upon completion of the work, Fujitec will submit all required documentation to both the State of California and the City, ensuring full compliance with regulatory timelines and reporting requirements.

Our structure is designed to ensure every aspect of service, from routine maintenance to code compliance is handled by the right personnel, with your account manager coordinating every step for transparency and consistency.



3. Please explain how your organization will report on performance to the City, and coordinate with the City to successfully complete the services described in this RFP.

Fujitec America Inc. will provide the City of Long Beach with a monthly service report detailing all preventive maintenance activities, callbacks, repairs, and any State Preliminary Order-related work performed during the reporting period. Each report will include the elevator unit number, service dates, scope of work completed, manhours used, and any follow-up actions or parts required.

4. Please describe your organization's capacity to successfully collaborate with community partnerships, organization, residents, and stakeholders. Include which de-escalation techniques/strategies your organization and staff currently practice, if any.

Fujitec America Inc. operates with an open-door policy when working with our partners. Your account manager will serve as a consistent, accessible point of contact and is committed to responding promptly to emails, phone calls, or in-person requests. We understand that elevator performance affects not just City staff, but also residents, building occupants, and the public, especially in high-traffic or publicly accessible facilities.

Our team is trained to work professionally and respectfully within a wide range of environments, including housing facilities, civic buildings, schools, and transportation hubs. When interacting with residents or stakeholders on-site, our mechanics are expected to communicate clearly, remain calm under pressure, and maintain professionalism at all times.

We transparency and clarity to any issues along with proactive updates to prevent any needs for escalation. We work with creating multiple options for solutions that our customers can choose from, providing guidance based on each properties individual needs. We believe in providing a honest solutions as fast as possible.

5. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

Not appliable at this time.

EXHIBIT "B"
Rates or Charges

Cost Proposal

Cost Proposals should also include anything outside of routine maintenance, including breakdown of labor and material costs.

Describe your pricing model for services, parts and supplies. Do you utilize a discount off of list model, “web” pricing minus discount model, etc.?

Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others.

Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation?

Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc.

Describe if and how volume discounts may be applied for certain orders.

For any work required outside of routine maintenance, Fujitec America Inc. will provide a separate repair proposal with breakout of material and labor. Material costs are based on supplier pricing at time of order and may include a markup depending on the nature of the job; discounts or volume pricing may be applied on a case-by-case basis. Labor cost adjustments during the life of the agreement will reflect changes in union wages, taxes, and contributions as published for the locality of service. For materials, if pricing increases by 10% or more, we will submit a written request to the City for review and equitable adjustment, including vendor documentation. To manage changing market conditions, we strategically stock high-usage parts in our regional warehouses and national network, while maintaining open communication with our clients to provide pricing transparency and timely proposals. Volume discounts and part bundling options will be considered based on project scope, and all pricing will be clearly documented and submitted for approval prior to work being performed.

Labor Rate

Labor Rates		
Labor Category	Time Period	Rate (Per Hour)
Normal-time	Monday - Friday (6AM-2:30PM)	\$397.00
Overt-time	Monday - Friday (2:31PM - 5:59am). Saturday (12:00AM - 11:59PM)	\$620.00
Double-time	I.U.E.C. Union Holidays, Sunday (12:00AM - 11:59PM)	\$730.00
Emergency Callback	Billed based on the time service occurs (Normal-time, Over-time or Double-time)	See applicable rate

Monthly Service Cost

Monthly Service Cost					
	Location	Description	Address	State Number	Price
1	AIRPORT	Airport Terminal Bldg	4100 DONALD DOUGLAS DR	75175	\$ 235.00
2	AIRPORT	Airport Parking Structure (Lot A)	4239 DONALD DOUGLAS DR	177088	\$ 490.00
3	AIRPORT	Airport Parking Structure (Lot A)	4239 DONALD DOUGLAS DR	177089	\$ 490.00
4	AIRPORT	Airport Parking Structure (Lot B-1)	4339 DONALD DOUGLAS DR	157753	\$ 235.00
5	AIRPORT	Airport Parking Structure (Lot B-2)	4339 DONALD DOUGLAS DR	157754	\$ 235.00
6	AIRPORT	Airport Parking Structure (Lot B-3)	4339 DONALD DOUGLAS DR	157755	\$ 235.00
7	AIRPORT	Airport Parking Structure (Lot B-4)	4339 DONALD DOUGLAS DR	157768	\$ 235.00
8	AIRPORT	Airport Parking Structure (Lot B-5)	4339 DONALD DOUGLAS DR	157715	\$ 235.00
9	DISASTER & EMERG COMM	ECOC	2990 REDONDO AVE	132506	\$ 490.00
10	FINANCIAL MGMT - FLEET	PASSENGER	2600 TEMPLE AVE	116874	\$ 235.00
11	FINANCIAL MGMT - FLEET	FREIGHT	2600 TEMPLE AVE	116875	\$ 235.00
12	GAS & OIL	GO ADMIN BLDG (Kone) 2 Stops	2400 E SPRING ST	123933	\$ 235.00
13	GAS & OIL	GO ADMIN BLDG (Otis)	2400 E SPRING ST	157981	\$ 235.00
14	HEALTH & HUMAN SVCS	Main Health 1	2525 GRAND AVE	79541	\$ 235.00
15	HEALTH & HUMAN SVCS	Main Health 2 DW	2525 GRAND AVE	100420	\$ 90.00
16	HEALTH & HUMAN SVCS	Westside Facilities Center	2125 SANTA FE AVE	60334	\$ 235.00
17	Project Homekey	Project Homekey	1725 LONG BEACH BLVD	99939	\$ 235.00
18	PARKS, REC & MARINE	Senior Center - 4th Street	1150 E 4TH ST	64497	\$ 235.00
19	PARKS, REC & MARINE	Whaley Park (wheelchair lift)	5620 E ATHERTON ST	143839	\$ 90.00
20	PARKS, REC & MARINE	Boardwalk Terminus (Birdcage) ADA	50 E SHORELINE DR	75323	\$ 235.00
21	PARKS, REC & MARINE	Gaucha Beach Concession	780 E SHORELINE DR	189216	\$ 235.00
22	PARKS, REC & MARINE	Grill Em All Burger - Bayshore Concessi	5411 E OCEAN BLVD	189476	\$ 90.00
23	POLICE	East Division Substation	3800 E WILLOW ST	169345	\$ 235.00
24	POLICE	FACILITY UNDER RENO	125 ELM AVE	79595	\$ 500.00
25	PUBLIC WORKS	City Place A-1	50 E 6TH ST	123865	\$ 235.00
26	PUBLIC WORKS	City Place A-2	50 E 6TH ST	123866	\$ 235.00
27	PUBLIC WORKS	City Place A-3	50 E 6TH ST	123867	\$ 235.00
28	PUBLIC WORKS	City Place A-4	50 E 6TH ST	123868	\$ 235.00
29	PUBLIC WORKS	City Place B-1	50 E 5TH STA	123869	\$ 235.00
30	PUBLIC WORKS	City Place B-2	51 E 3RD ST	123870	\$ 235.00
31	PUBLIC WORKS	City Place C	51 E 3RD ST	132508	\$ 235.00
32	Aquarium	Aquarium Parking Structure 1	99 AQUARIUM DR	113234	\$ 235.00
33	Aquarium	Aquarium Parking Structure 2	99 AQUARIUM DR	113267	\$ 235.00
34	Aquarium	Aquarium Parking Structure 3	99 AQUARIUM DR	113268	\$ 235.00
35	PUBLIC WORKS - Environmental Svc	ESB Passenger	2929 E WILLOW ST	116873	\$ 235.00
36	WATER DEPT.	Main Admin Bldg	1800 E WARDLOW RD	35162	\$ 490.00
37	WATER DEPT.	Water Treatment Plant	2950 REDONDO AVE	113041	\$ 235.00
38	PUBLIC SERVICE Direct Bill:	Public Safety Bldg #1	400 W BROADWAY	33625	\$ 490.00
39	PUBLIC SERVICE Direct Bill:	Public Safety Bldg #2	400 W BROADWAY	36005	\$ 490.00
40	PUBLIC SERVICE Direct Bill:	Public Safety Bldg #3	400 W BROADWAY	33296	\$ 490.00
41	PUBLIC SERVICE Direct Bill:	Public Safety Garage (Otis -1st Year Ma	115 CHESTNUT AVE	184814	\$ 490.00
Total Cost Per Month:					\$ 11,505.00

Monthly Cost Alternate

Monthly Service Cost Alternate 1					
	Location	Description	Address	State Number	Price
1	Pike	The Pike PASS 1	65 S. Cedar Ave	132783	\$ 480.00
2	Pike	The Pike PASS 2	65 S. Cedar Ave	132784	\$ 480.00
3	Pike	The Pike PASS 3	65 S. Cedar Ave	132785	\$ 480.00
4	Pike	The Pike PASS 4	65 S. Cedar Ave	132796	\$ 480.00
5	Pike	The Pike PASS 5	65 S. Cedar Ave	132797	\$ 480.00
6	Pike	The Pike PASS 6	65 S. Cedar Ave	132798	\$ 480.00
Additional Cost Per Month:					\$ 2,880.00

EXHIBIT "C"
City's Representative

Daniel Ramirez,
Facilities Management Officer
(562) 570-5935
Daniel.Ramirez@longbeach.gov

EXHIBIT "D"

City Provided Materials and Information

None

EXHIBIT "E"
Contractor Representative

Justin Wong
jwong@us.fujitec.com
(562) 687-1786

EXHIBIT "F"
Davis Bacon Act

Federal Davis Bacon Contract Provisions and Related Matters(29 CFR § 5.5)

(a) **Davis Bacon Provisions.** (For any federally assisted contract in an amount in excess of \$2,000)

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by

the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The City of Long Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the

construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Long Beach if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under [§ 5.5\(a\)\(3\)\(ii\)](#) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under [§ 5.5\(a\)\(3\)\(i\)](#) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) *Apprentices and trainees* -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in [29 CFR 5.5](#).

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(b) **Contract Work Hours and Safety Standards Act.** (For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in [paragraph \(b\)\(2\)](#) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in [paragraph \(b\)\(1\)](#) through [\(4\)](#) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(4\)](#) of this section.

"General Decision Number: CA20250022 02/28/2025

Superseded General Decision Number: CA20240022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

* BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

* BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 48.86	22.88
(2) Millwright.....	\$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 40.77	22.38
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0721-001 07/01/2021

Rates	Fringes
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Modular Furniture Installer.....\$ 21.85 7.15

ELEC0011-004 06/30/2023

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 60.80	3%+29.77
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 60.80	3%+29.77
Technician.....	\$ 45.60	3%+29.77

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

* ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for

commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 70.16		24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30		22.26
(3) Groundman.....\$ 40.76		21.76
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 69.43	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	38.75
(2) Dredge dozer.....	\$ 58.13	38.75
(3) Deckmate.....	\$ 58.02	38.75
(4) Winch operator (stern winch on dredge).....	\$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	38.75
(6) Barge Mate.....	\$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman

(asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid,

Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and

including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection

of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of

T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB, Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB00300-003 07/01/2022		

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer

house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 53.48	22.77
GROUP 2.....	\$ 52.53	22.77
GROUP 3.....	\$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2024

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 45.34	20.06
(2) Vehicle Operator/Hauler...	\$ 45.51	20.06
(3) Horizontal Directional Drill Operator.....	\$ 47.36	20.06

(4) Electronic Tracking		
Locator.....	\$ 49.36	20.06
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 46.65	23.17
GROUP 2.....	\$ 47.95	23.17
GROUP 3.....	\$ 49.96	23.17
GROUP 4.....	\$ 51.70	23.17

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions:

work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 45.20	26.82
Remainder of Los Angeles County.....	\$ 49.33	26.82

PAIN0036-015 06/01/2024

	Rates	Fringes
GLAZIER.....	\$ 58.00	26.25

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	27.11

PLUM0016-001 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 57.67	25.63
Work ONLY on strip malls, light commercial, tenant		

improvement and remodel work.....	\$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....		
	\$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER.....	\$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-013 01/01/2024

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

SFCA0709-005 09/01/2023

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00

SHEE0105-002 01/01/2025

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
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SHEET METAL WORKER

(1) Light Commercial: Work
on general sheet metal and
heating and AC up to 4000
sq ft.....\$ 35.57 10.63

(2) Modernization :
Excluding New Construction
- Under 5000 sq. ft. Does
not include modification,
upgrades, energy
management, or
conservation improvements
of central heating and AC
equipment.....\$ 34.17 10.86

SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
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SHEET METAL WORKER

(1) Commercial - New
Construction and Remodel
work.....\$ 59.31 30.43

(2) Industrial work
including air pollution
control systems, noise
abatement, hand rails,
guard rails, excluding
aritechtural sheet metal
work, excluding A-C,
heating, ventilating
systems for human comfort...\$ 56.95 30.04

SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North
of a straight line drawn between Gorman and Big Pines including
Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 45.98	29.24
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TEAM0011-002 07/01/2024

	Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 39.59	34.34
GROUP 2.....	\$ 39.74	34.34
GROUP 3.....	\$ 39.87	34.34
GROUP 4.....	\$ 40.06	34.34
GROUP 5.....	\$ 40.09	34.34
GROUP 6.....	\$ 40.12	34.34
GROUP 7.....	\$ 40.37	34.34
GROUP 8.....	\$ 40.62	34.34
GROUP 9.....	\$ 40.82	34.34
GROUP 10.....	\$ 41.12	34.34
GROUP 11.....	\$ 41.62	34.34

GROUP 12.....\$ 42.05

34.34

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

EXHIBIT "G"
Contractor's Bid Clarifications

BID CLARIFICATIONS

Thank you for the opportunity to bid on the CE-25-603 Elevator Installation, Maintenance, Repair, and Related Services (the "Work"). Our bid is subject to mutually agreed upon terms and conditions including, but not limited to, the following bid qualifications and a review by Fujitec's legal counsel. Any changes in the terms of the relationship between us, including any change orders or agreements to modify the scope of the work, the schedule or the price must be in writing and signed by an authorized representative of **Fujitec America, Inc.** No back charge or claim by you for services shall be valid except by an agreement signed by us before such work is executed.

PERFORMANCE DELAYS

Under no circumstance will Fujitec be liable or responsible for any special, indirect, liquidated, or consequential damages of any kind.

Notwithstanding any provision to the contrary, Fujitec will not be responsible, liable, or held in breach or default for any expense, loss, damage, or delay due to any cause beyond its reasonable control including, but not limited to, strikes, lockouts, or other labor disputes, acts of government including, but not limited to, embargos, tariffs, sanctions, short term price volatility, duties, trade wars, acts of civil or military authority, significant material price increase, fire, explosion, theft, floods, storms, earthquakes, lightning, windstorm, vandalism, malicious mischief, riot, negligence of others, misuse of equipment, unanticipated site or subsurface conditions, or alteration, addition, adjustment, repair or part replacement by others (each a "Force Majeure Event"). In addition, Fujitec's acceptance of the Work is conditioned on allowance of additional time for the performance of the Work due to a Force Majeure Event. Fujitec will be given a reasonable amount of time, but no less than three (3) business days' notice, to report a Force Majeure Event to Owner.

Fujitec will provide union labor and will use reasonable efforts to ensure that they work in harmony with others. Any work performed under this Contract shall be done during the regular working hours of the regular working days (Monday - Friday, excluding legal holidays) of the elevator trade. Any work performed outside such hours shall be charged at our current rates at the time the overtime work is requested in writing. Overtime work shall include an appropriate premium for loss of efficiency and shall only commence with prior written authorization for such premiums and charges. Fujitec will provide sufficient workers, equipment, and materials for prompt and diligent prosecution of the Work. A work stoppage, whether caused by strikes, lockouts or other labor disputes, will not constitute a breach of contract or an event of default. Fujitec's ability to maintain scheduled job progress is conditioned upon (1) additional time allowed due to delays caused by a Force Majeure Event; and (2) the timely furnishing of all necessary approvals.

TERMINATION

Fujitec does not agree to termination for convenience purposes. The Owner may, upon written notice to Fujitec, terminate the contract if Fujitec defaults on its material obligations and does not cure such default within thirty (30) days after receipt of written notice from the Owner specifying in detail such default.

WARRANTY

Fujitec warrants the Work against defects in material and workmanship for a period of one (1) year from the date of beneficial use of each elevator. During the one (1) year warranty period, Fujitec will repair or replace, at Fujitec's discretion, defective materials and correct defective workmanship within a reasonable time after defects are reported to Fujitec. This warranty excludes damage due to external causes such as fire, water, and weather; improper use, misuse, neglect, work performed by others, or any other causes beyond Fujitec's control. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INDEMNITY

Notwithstanding any provision to the contrary, Fujitec agrees to indemnify Owner for losses due to personal injury (including death) or tangible property damage (other than the Work itself) but only if and only to the proportionate extent the loss is caused by Fujitec's negligent acts or omissions, or the negligent acts or omissions of our employees, agents, or subcontractors during the performance of the Work, and not to the extent loss is caused by others. Each party will defend itself in the event of a lawsuit.

INSURANCE

Fujitec will maintain the following standard policies of insurance from reputable insurance carriers with limits as follows:

Type of Insurance Coverage	Amount
Workers' Compensation and Occupational Disease	Statutory Limits
Employer's Liability, including Occupational Disease Coverage	\$1,000,000

Type of Insurance Coverage	Amount
Commercial General Liability, Including Operations, Contractual, and Completed Operations Coverages, Personal & Advertising Injury, Occurrence Basis	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage \$2,000,000 General Aggregate
Commercial Automobile Liability Covering Owned, Non-Owned, and Hired Vehicles Used in the Performance of the Services	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Fujitec will name Owner and Manager only as additional insureds, and Fujitec's insurance will be primary, and additional insureds will be defended and indemnified, but only if and only to the proportionate extent liability is caused by Fujitec's negligence in the performance of its Work for the additional insureds. No additional insured will be added to worker's compensation insurance. All limits may be met by any combination of primary layer and excess layer coverage. Owner will maintain "All Risk" insurance covering the full value of Fujitec's Work and material delivered to the job site, at no cost to Fujitec.

SOFTWARE

Fujitec will provide its maintenance personnel with the appropriate (as determined by Fujitec in its sole discretion) tools to enable Fujitec to troubleshoot, diagnose and maintain the equipment as provided in the contract. These tools will remain Fujitec's property and nothing in the contract will be construed to obligate Fujitec to give, disclose, or in any manner transfer such tools to the Owner or any third party. If the contract is terminated for any reason, Fujitec will be given access to the premises to remove Fujitec's tool and any other equipment belonging to Fujitec. If the Work requires installation of Fujitec's Viridian controls, Owner will be required to sign Fujitec's standard software license agreement.

SAFE ACCESS

Fujitec will abide by Owner's Safety Policy if the policy is not in conflict with Fujitec's own Safety Policy. Fujitec will accept liability for the cost of penalties incurred by the Owner pursuant to governing Occupational Health & Safety Acts, but only if such penalties result from Fujitec's acts or omissions. Owner will provide Fujitec a safe place to perform the Work. The owner will prepare all site and storage areas for the Work and will provide a watertight machine room, permanent electric power of proper characteristics and access to clear and unobstructed hoistways for Fujitec's uninterrupted use at no cost to Fujitec. Fujitec will not be required to start the Work until sufficient areas and facilities are available to assure continuous performance of the Work. Fujitec will be entitled to an equitable adjustment in price for the cost of off-site storage and handling of material if suitable on-site storage facilities are not furnished promptly. Handling, removal, and disposal of asbestos or other hazardous materials is not part of the Work and is the responsibility of others.

WORK EXCLUDED (Maintenance)

Fujitec will not alter, update, modernize or install new attachments to any units, whether recommended or directed by insurance companies or governmental authorities. Fujitec will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches (including mainline and earth-ground wiring), doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Fujitec will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Fujitec, or instructions or warnings in connection with use by passengers. Fujitec will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the units; (iv) to alter, update, modernize or install new attachments to any units, whether recommended or directed

by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

Fujitec acknowledges that certain elevators in the City's portfolio may be machine room-less (MRL) units equipped with flat belts and belt monitoring systems. We are fully prepared to perform preventive maintenance and routine inspections on these systems in accordance with manufacturer recommendations and applicable code requirements. However, we would like to clarify that the replacement of belts and belt monitoring systems is not included in the scope of the base maintenance contract. Should any such replacements be required during the term of the agreement, Fujitec will submit a separate repair proposal for the City's review and written approval prior to ordering materials or performing work.

Sincerely,

Justin Wong

APPENDIX "A"

**APPLICATION FOR USE TAX DIRECT
PAYMENT PERMIT**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION*Please type or print clearly. Read instructions on reverse before completing this form.***SECTION I—BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALE/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (<i>street</i>)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit, check here: ☐
MAILING ADDRESS (<i>street address or P.O. Box if different from business address</i>)	
CITY, STATE, ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II—MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET.

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III—CERTIFICATION STATEMENT

I hereby certify that I qualify for a *Use Tax Direct Payment Permit* for the following reason: (*Please check one of the following.*)

☐ I have purchased or leased for my **own use** tangible personal property **subject to use tax** at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the California Department of Tax and Fee Administration (CDTFA) for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

☐ I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to CDTFA any use tax liability incurred pursuant to my use of a *Use Tax Direct Payment Permit*.

For our privacy policy and notice, visit our webpage at www.cdtfa.ca.gov/privacy.htm, or go to www.cdtfa.ca.gov/formspubs/forms.htm and search for CDTFA-324-GEN-WEB, *Privacy Notice—Website—No Action Needed*.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (<i>typed or printed</i>)	DATE
TELEPHONE NUMBER	EMAIL ADDRESS

(See reverse side for general information and filing instructions.)

CLEAR

PRINT

USE TAX DIRECT PAYMENT PERMIT
General Information and Filing Instructions

Revenue and Taxation Code section 7051.3 authorizes CDTFA to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles, the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to CDTFA instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to **use tax** or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to CDTFA on their tax returns and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to CDTFA any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to CDTFA either of the following:
 - (A) The applicant has purchased or leased **for its own use** tangible personal property **subject to use tax** which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be prequalified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of part (2)(A) above, **submit a "Statement of Cash Flows" or other comparable financial statements acceptable to CDTFA for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use, and submit a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.**

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account, complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of part (2)(A) above, **submit a "Statement of Cash Flows" or other comparable financial statements acceptable to CDTFA for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use, and submit a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.**

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account, complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be emailed to BTFD-CTSCPUGroup@cdtfa.ca.gov or returned to the address shown below. If all conditions are met, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 1-916-309-5399, or write to the California Department of Tax and Fee Administration, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.