

TO: HARBOR DEPARTMENT PURCHASING OFFICE
SUBMIT BID TO: 500 Pier 'A' Street, Berth 161
Wilmington, CA 90744

BID NO. F-822 Page 1
Show this number on envelope
Contract No. 39665

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page and the reverse side, any addendums and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS, OPTIONS, NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Artesia, California ON THE 15 DAY OF February, 2013
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Ascent Elevator Services, Inc.
Phone 572-860-3222 Fax 572-860-3232
Address 17752 Crusader Avenue, Cerritos, CA 90703
City State Zip
Emery J Wilcox General Manager
Signature Printed Name Printed Title

Signature Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)
(Approved Corporate Signature Methods)
a) Two signatures - One by Chairman of Board of Directors, President, or a Vice-President and one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
b) One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

<p>County of <u>Los Angeles</u></p> <p>State of <u>California</u> S.S.</p> <p>Subscribed and sworn this date <u>February 15,</u> 2013</p> <p><u>Carol K</u> Notary Seal Signature</p>	<p>In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.</p> <p>By <u>M Campbell</u> Executive Director Harbor Department</p> <p><u>3/11/2013</u> Date</p>	<p>Approved as to Form <u>March 14</u>, 2013</p> <p>City Attorney <u>[Signature]</u> BY Deputy</p>
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ACKNOWLEDGMENT



State of California
County of Los Angeles

On February 15, 2013 before me, Carol Myung Kim
(insert name and title of the officer)

personally appeared Emery J. Wilcox
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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

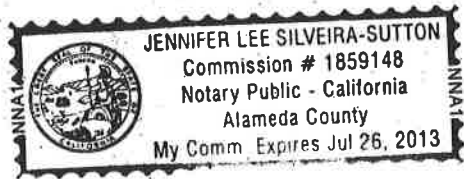
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol Kim (Seal)



This is to certify that I am the President of Ascent Elevator Services, Inc. ; and that the attached resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on 6 February, 2013



See attached



Ernie A Lazarus
President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

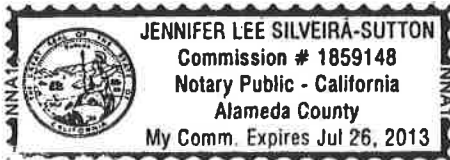
State of California

County of Alameda

On 2/10/13 before me, Jennifer Sutton

personally appeared Ernie Lazarus

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: Jennifer Sutton

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Individual Individual

Partner - Limited General Partner - Limited General

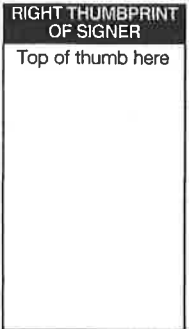
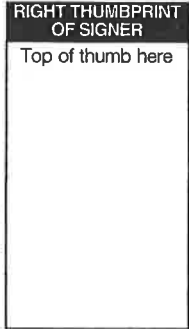
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing:





ASCENT ELEVATOR SERVICES INC. CONSENT IN LIEU OF SPECIAL MEETING
OF BOARD OF DIRECTORS

The undersigned, being all members of the Board of-Directors of Ascent Elevator Services Inc. a Washington Corporation (the "Company"-), whose principal place of business is San Francisco Ca., by this instrument in lieu of a special meeting of the Board of Directors of the Company, hereby consent to the following resolutions effective as of 9 February, 2013, and waive any notice required by law with respect thereto:

Ratification of Signing Authority for its Corporate Officers

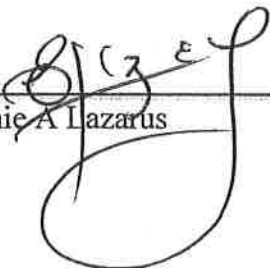
RESOLVED, that the Directors-of the company hereby authorize and empower the signing authority of the General Manager of the Company, to allow the General Manager to contractually commit and obligate the Company in performance of any business opportunity related to its primary business interests, elevator construction, maintenance and repair, not to exceed a per project limit of One Million Dollars.

RESOLVED FURTHER, that the Company's current General Manager, Emery J Wilcox has the authority to contractually commit the Company without the need of a countersignature from the Secretary until further resolved.

RESOLVED, that the Directors of the company hereby authorize and empower the signing authority of Karrie D'Auria as the Los Angeles Office Sales Associate to allow her to contractually commit and obligate the Company in performance of any business opportunity related to its primary' business interests, elevator construction, maintenance and repair, not to exceed a per project limit of One Hundred Thousand Dollars.

This consent may be executed in counterparts, each of which shall be an original," but all of which together shall constitute the same document. Delivery of an originally # executed signature page or pages hereto, a counterpart signature page, or a photocopy thereof transmitted by telephone facsimile transmission, shall be a effective as delivery of a manually signed counterpart of this Consent

Directors:


Ernie A Lazarus


Donavan McKeever

ASCENT ELEVATOR SERVICES, INC.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-822

SUBMIT BID TO:

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

**BID DUE BEFORE
2:00 P.M.
February 20, 2013**

Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890

**BIDS WILL BE PUBLICLY
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS OR EQUAL.
AFFIRMATIVE ACTION - AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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MODERNIZATION FOR THE FOLLOWING ELEVATORS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

1. **ELEVATOR NO. 1: WAREHOUSE 1 - 2500 SIGNAL STREET, SAN PEDRO, CA 90731**

FOR A LUMP SUM PRICE OF: \$ 187,721.00

2. **ELEVATOR NO. 3: CRUISE TERMINAL BERTH 93, SAN PEDRO, CA 90731**

FOR A LUMP SUM PRICE OF: \$ 47,051.00

3. **ELEVATOR NO. 5: CRUISE TERMINAL BERTH 93, SAN PEDRO, CA 90731**

FOR A LUMP SUM PRICE OF: \$ 164,095.00

4. **ELEVATOR NO. 7: CRUSIE TERMINAL BERTH 93, SAN PEDRO, CA 90731**

FOR A LUMP SUM PRICE OF: \$ 134,126.00

NOTE: PRICE TO INCLUDE ALL EQUIPMENT, LABOR, TOOLS, MATERILAS, TRANSPORATION, APPLICABLE PERMITS AND TAXES TO COMPLETE WORK.

REQ. NO.: 146
NOTIFY:
1/25/13 MD:hh
PAGE 2

STATE TIME OF DELIVERY: 300 DAYS AFTER RECEIPT OF ORDER
TERMS 0.5 % DISCOUNT FOR PAYMENT WITHIN 15 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

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CITY OF LOS ANGELES
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BID NO. F-822

(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: February 20, 2013

PRE-BID CONFERENCE. There will be a MANDATORY Pre Bid Conference for all Bidders.
VENDORS NOT IN ATTENDANCE WILL NOT BE ALLOWED TO BID ON THIS PROJECT.

Date: February 6, 2013
Time: 10:00 a.m.
Location: Contracts & Purchasing
500 Pier A Street, 1st Floor
Wilmington, CA 90744

The purpose of the Pre Bid Conference is to answer any questions about the requirements contained within the bid and to provide any additional information, which may prove helpful to the prospective bidder, as well as overcome any barriers to participation.

AUTHORIZED DISTRIBUTOR/DEALER:

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: XX No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: within 120 days of award.

INSURANCE: Contractor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown on the attached Los Angeles Harbor Department Insurance Assessment Request document (Exhibit A). Such proof, except for Workers' Compensation, shall include the following clauses:

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non contributing.

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NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

INSURANCE PROCEDURES

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA[®] is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA[®]. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

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For further clarification on Insurance procedures, coverage information and documentation, please go to <http://www.portoflosangeles.org/business/risk.asp>.

NOTE:
FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

INITIAL HERE ACKNOWLEDGING INSURANCE CLAUSE:

 (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **One Million Dollars (\$1,000,000.00)** combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self insured retention or self insurance in those cases where, in his or her judgment, such retention or self insurance is justified by the net worth of Consultant. The retention or self insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Port, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10 days notice of cancellation for nonpayment of premium, and a 30 days notice of cancellation for any other reasons. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/>.

Auto Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
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business in the State of California rated VII, A or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **Five Hundred Thousand Dollars (\$500,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Port, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10 days notice of cancellation for nonpayment of premium, and a 30 days notice of cancellation for any other reasons. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance system Track4LA™ at <http://track4la.lacity.org/>.

Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance system Track4LA™ at <http://track4la.lacity.org/>.

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-822

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specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL OSHA requirements, where applicable.

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: NONE *

NOT REQUIRED FOR LUMP SUM CONTRACT, ASCENT PAYS SALES TAX ON ALL PURCHASED MATERIAL.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Ascent Elevator Services, inc.

ADDRESS: 6693 Sierra Lane, Suite D

Dublin, CA 94568

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

SUPPLIER CONTACT INFORMATION:

Contact Person: Emery J Wilcox

Title: General Manager

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-822

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BID DUE BEFORE 2:00 PM ON: February 20, 2013

Telephone No.: 562-860-3222

Fax No.: 562-860-3232

E Mail Address: emery@ascent-elevator.com

24 Hour Contact No.: 562-860-3222

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

EQUAL BENEFITS POLICY

The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

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BID NO. F-822

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specifications provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Bidder may request in writing that specifications be modified if its provisions restrict bidder from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All bidders will be notified by Advertisement of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Bidder must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **PAYMENTS.** Payment terms are NET 30 days unless bidder quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
10. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Purchasing.
11. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
12. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupational Safety and Health (Cal/OSHA) and OSHA requirements.
13. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
14. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
15. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
16. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
17. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
18. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Bidder is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 10/12-116



Berth 161 500 Pier "A" Street Wilmington, CA 90744-6210 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaralgaosa
Board of Harbor
Commissioners
Gerardine Knatz, Ph.D.

Mayor, City of Los Angeles
Cindy Miscikowski President
David Arian Vice President
Robin M. Kramer
Douglas P. Krause
Sung Won Sohn, Ph.D.
Executive Director

DATE: **February 13, 2013**
BID # F-822 ADDENDUM #1 DESCRIPTION: MODERNIZATION OF ELEVATORS
BID OPENING DATE: February 20, 2013

That portion which now reads in part:

AS WRITTEN

Is hereby changed to:

REPLACE:

SPECIFICATIONS FOR ELEVATORS 1, 3, 5, AND 7
DATED, FEBRUARY 13, 2013, ATTACHED.

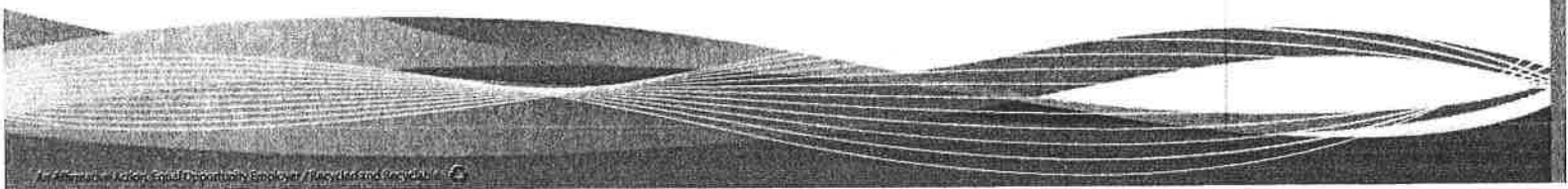
All other terms, conditions, and specifications of the bid request shall remain the same.

QUESTIONS, BUYER: Michelle Davies, (310) 732-3890

Very truly yours,

M. Davies
MICHELLE DAVIES
Procurement Supervisor

RECEIVED *Creighton* 2/15/2013
VENDOR: AGILEST ELEVATOR SERVICES, INC





Berth 161 500 Pier "A" Street Wilmington, CA 90744-6210 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaraigosa

Mayor, City of Los Angeles

Board of Harbor Commissioners

Cindy Miscikowski President

David Arion Vice President

Robin M. Kramer

Douglas P. Krause

Sung Won Sohn, Ph.D.

Geraldine Knatz, Ph.D.

Executive Director

DATE: February 26, 2013

BID # F-822 ADDENDUM #2 DESCRIPTION: MODERNIZATION OF ELEVATORS

BID OPENING DATE: February 20, 2013

That portion which now reads in part

As Written

Is hereby changed to:

ADD:

PRE-AWARD CONFERENCE.

Prior to award of contract the successful bidder will be required to attend a pre-award conference scheduled on March 6, 2013 at 1:00 p.m., Located at Contracts & Purchasing, 500 Pier A Street, Wilmington, CA 90744 The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to insure successful administration of the contract.

All other terms, conditions, and specifications of the bid request shall remain the same.

QUESTIONS, PLEASE CALL (310) 732-3890

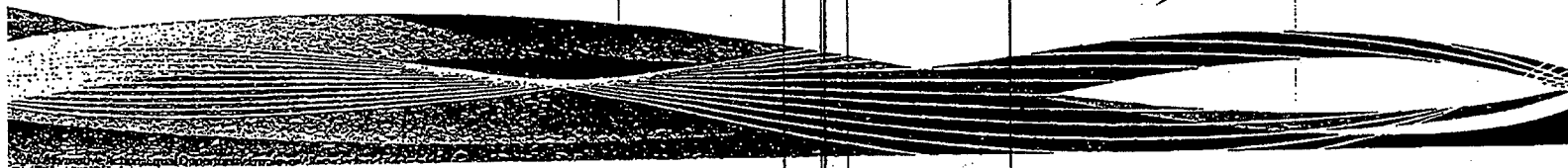
Very truly yours,

M. Davies
MICHELLE DAVIES
Procurement Supervisor

PLEASE SIGN BELOW FOR ACKNOWLEDGEMENT AND ATTENDANCE AND FAXED TO: (310) 513-6234 NO LATER THAN FEBRUARY 28, 2013.

Name/Title: EMERY J. WILCOX Date: 2/27/2013

Vendor: ASCENT ELEVATOR SERVICE, INC.





Berth 161 500 Pier "A" Street Wilmington, CA 90744-6210 TEL/TDD 310 732-3890 FAX 310 513-6234 www.portoflosangeles.org

Antonio R. Villaralcosa
Board of Harbor Commissioners
Geraldine Knatz, Ph.D.

Mayor, City of Los Angeles
Cindy Miscikowski President
David Arian Vice President
Robin M. Kramer
Douglas P. Krause
Sung Won Sohn, Ph.D.
Executive Director

DATE: **March 13, 2013**
BID # F-822 ADDENDUM #3 DESCRIPTION: MODERNIZATION OF ELEVATORS
BID OPENING DATE: February 20, 2013

That portion which now reads in part:

Bid No. F-822 – Contract No. 39665

- 2. ELEVATOR NO. 3: CRUISE TERMINAL BERTH 93, SAN PEDRO, CA 90731
FOR A LUMP SUM PRICE OF \$ \$47,051.00.

Is hereby changed to:

Bid No. F-822 – Contract No. 39665

DELETE THE FOLLOWING:

- 2. ELEVATOR NO. 3: CRUISE TERMINAL BERTH 93, SAN PEDRO, CA 90731
FOR A LUMP SUM PRICE OF \$ \$47,051.00.

All other terms, conditions, and specifications of the bid request shall remain the same.

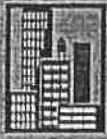
QUESTIONS, PLEASE CALL (310) 732-3890

Very truly yours,

M. Davies
MICHELLE DAVIES
Procurement Supervisor

PLEASE ACKNOWLEDGE BY SIGNING BELOW AND FAX TO:
(310) 513-6234 NO LATER THAN MARCH 14, 2013.

Name/Title: EMERY J. WILCOX Date: 3/13/2013
Vendor: ASCENT ELEVATOR SERVICES INC.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number): Bid No F-822, Contract No39665	Date Bid Submitted:
---	----------------------------

Description of Contract:
 Modernization of Elevators

Awarding Authority (Department):
 Harbor Department

BIDDER

Name: Ascent Elevator Services, Inc

Address: 17752 Crusader Avenue, Cerritos, CA 90703

Email (optional): emery@ascent-elevator.com Phone: (572) 860-3222

State Contractor I.D.: C11 835183
Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Ernie Lazarus Title: President
 Address: 2604 TOTANA CT. SAN RAMON, CA. 94583

Name: Donavan McKeever Title: Principal
 Address: 19349 SANTA MARIA, CASTRO VALLEY CA. 94546

Name: Emery J Wilcox Title: General Manager
 Address: 13314 Hansworth Ave, Hawthorne, CA

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

- _____ additional sheets are attached. Bidder is an individual with no principals.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mall Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: none

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: n/a Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 2/8/13

Signature:

Name: Ernie A Lazarus

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

LOCAL BUSINESS PREFERENCE PROGRAM

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

A handwritten signature in black ink, appearing to be 'J. A.', is written over a horizontal line.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Bidder Description Form is true and correct and includes all material information necessary to identify and explain the operations of

Ascent Elevator Services, Inc

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: [Handwritten Signature]

Printed Name: Ernie A Lazarus

Title: General Manager

Date Signed: 2/9/13

NOTARY:

On this 10th day of February 20 13, before me appeared Ernie Lazarus to me personally known, who being duly sworn, did execute the Name

foregoing affidavit, and did state that he/she was properly authorized by:

Ascent Elevator to execute the affidavit and did so as his or he free act and deed.
Name of Firm

SEAL



Notary Public Jennifer Lee Silveira-Sutton
Commission Expires: 7/26/13

