



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2023-09

RFP for Replacement of Heavy-Duty Vehicle Lifts at Fleet Services

RFP Submittal Information

Mail or hand deliver Proposals. No faxed proposals.

No Late proposals.

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, April 24, 2023
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus three (3) printed copies of your RFP submittal must be in a sealed envelope and marked with the RFP number and title by the deadline time listed above. Your submittal must include the following:

- Vendor's Response (Section III of this document pages 8 through 16) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)

Proposers will be disqualified if their proposal does not include the above items.

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, as needed.
- NOTE: Proof of insurance and a City of Torrance Business License is not required for the RFP submittal. Upon award, the vendor will be required to provide this documentation.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective proposers.

The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location: Fleet Maintenance Garage
20500 Madrona Ave.
Torrance, CA 90503

Date: Thursday, March 23, 2023

Time: 10:30 a.m. Local (Pacific) Time

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Thursday, April 6, 2023
- Your questions should be directed to:

Nina Schroeder
Senior Business Manager
NShroeder@TorranceCA.gov

RFP No. B2023-09

RFP for Replacement of Heavy-Duty Vehicle Lifts at Fleet Services

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on April 24, 2023. An original and three (3) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Replacement of Heavy-Duty Vehicle Lifts at Fleet Services, RFP No. B2023-09".

The City of Torrance:

The City of Torrance is on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east, and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of streets, 1870 intersections, 550 miles of sidewalks, 47,000 street trees, 6 public libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of 146,115, which makes Torrance one of the top 10 populous cities in Los Angeles County.

Background:

The City of Torrance (City) is seeking qualified vendors to remove, dispose, and replace quantity four (4) two post inground Weaver EC106 heavy duty vehicle lifts, and one (1) Above Ground Advantage ALS75. The City requests proposers use certified Rotary Lifts (see RFP attachments), or equivalent. This project is not federally funded; therefore, the equipment will not need to meet Buy American standards. The City of Torrance will not perform any work on this project as it is a "turn-key" project, ready for operation upon project completion.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
As Needed	To be determined by the City of Torrance

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Replacement of Heavy-Duty Vehicle lifts at Fleet Services, RFP No. B2023-09 and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, with an address and telephone number. If made by a business entity, it must be signed by an authorized person that executes binding agreements and contracts. A full business address and telephone are required.

Blank spaces in the proposal form must be completed using ink, indelible pencil, or typewriter. The text of the proposal form must not be changed and no additions. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Questions:

Submit questions in writing via email to Nina Schroeder, Senior Business Manager, at NShroeder@torranceca.gov by 12:00 P.M Noon, Local Pacific Time on Thursday, April 6, 2023. Questions will not be taken or answered via telephone and will not be received after the deadline. Written answers and any other changes to the RFP will be sent via email or the US Postal Service to all known prospective proposers as an addendum to the RFP.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited and may cause disqualification.

Errors and Omissions:

The proposer may not take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. If there are errors or omissions, you will be notified.

Proposers Examination of Requirements:

The Proposer is required to carefully examine the site, the instructions, information and specifications of this document, investigate the conditions, the character, quality and quantity of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments will be identified by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

Attach all addenda to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause for rejection.

The City reserves the right to award a contract to a company solely based on the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

License Requirements:

The successful proposer is required to show proof of a current Business License issued by the City of Torrance, if operating within City boundaries. Please contact the City of Torrance Business License Office at (310) 618-5923 for more information.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals are rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost are reviewed to determine which proposal best meets the needs of the City.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked, and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether to recommend the award of an Agreement.

Description of Evaluation Criteria	Possible Points
Overall Price	30
Work Plan	25
Service Delivery & Installation Methods	25
References and Prior Experience with Municipal Agencies	20
Maximum Total Points =	100

The Contract:

The awarded vendor will be required to enter into a written contract with the City of Torrance. Attached is a copy of the standardized contract (Attachment 2), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The contract term will be based on the proposed project timeline provided as part of RFP submittal requirements (refer to technical specifications for details). Once the timeline is agreed upon, the project will need to be completed within the timeframe after receipt of the Notice to Proceed issued by the City.

Independent Contractor:

The successful proposer will at all times remain to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible or liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for all taxes and penalties that may be assessed against the City

because of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event, City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement based on materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract because of the RFP, the City will notify all proposers of its intent to award. Results will be posted on the City of Torrance Web site <http://www.torranceca.gov>

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures are found on the City of Torrance Web site: <http://www.torranceca.gov>

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance (City) is seeking qualified vendors to remove, dispose, and replace quantity four (4) two post inground Weaver EC106 heavy duty vehicle lifts, and one (1) Above Ground Advantage ALS75. The City requests proposers use certified Rotary Lifts (see RFP attachments), or equivalent. This project is not federally funded; therefore, the equipment will not need to meet Buy American standards. The City of Torrance will not perform any work on this project as it is a “turn-key” project, ready for operation upon project completion.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

The City does not have As-built drawings to provide or ground penetrating radar surveys. Include ground penetrating radar surveys as part of your proposal.

Scope of work must include all labor, equipment, materials, and accessories for a complete and useable project. Contractor is responsible for investigating existing site conditions prior to submitting a proposal. It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations.

Qualified vendors are asked to prepare a proposal that addresses all tasks as outlined below. The proposal should address how the products and services will be provided and describe the network of dealers and/or subcontractors that will be available for the contract.

Proposal must be complete and in compliance with the requirements of this RFP or it will be considered nonresponsive and will be rejected. It is the intent of the City to award a contract to qualified proposers offering the best overall quality, selection of equipment, products, services and prices.

Scope of Work:

- Remove and dispose of four (4) two post inground Weaver EC106 heavy duty vehicle lifts, and one (1) Above Ground Advantage ALS75..
- Provide and install four new in ground lifts and 1 above ground lift and all components to manufacturer’s specifications. City prefers Rotary Lifts, or equivalent (see specifications included in the final pages of the RFP).
- The lifts must be Automotive Lift Institute (ALI) Certified.
- Provide visual inspection once the lifts are removed, whether abandoning casement or reusing. Clean any residue of fluids before filling with concrete or adding new lifts, per the Fire Department, regarding concrete cap and removal of lift internals/abandon casement in place.
- Remove leaked hydraulic fluid from existing casement and drain lifts hydraulic oil lines, disposing into City’s waste oil/hazardous waste system.
- Remove and dispose all obsolete parts of the existing lifts.
- Design shall include Deputy Inspector if needed. Vendor shall be responsible for submitting and obtaining all necessary building permits and requesting and passing all necessary Building and Electrical Inspections.

- Vehicle lift locations, specifications, and layouts shall be approved by City prior to commencing work.
- Provide installation per manufacturer requirement, operation, start-up and testing.
- Existing “Vapor Barrier” will need to be repaired as needed if it is compromised during installation. Attached is the vapor barrier information (30 mil plastic was used originally) no smoke test required.
- The city does not have As-built drawings showing the direction of the underground exhaust vent and drain lines, nor does the city have ground penetrating radar surveys. Include ground penetrating radar surveys as part of your proposal.
- Standard construction practices should be applied for dust control methods. 8-to-10-foot barriers should be adequate to separate the work site for employees’ safety.
- There is no soils testing required for this project, adhere to California Building Code.
- Safety Requirements: All items proposed must comply with current applicable safety or regulatory standards or codes.
- Proposed equipment and products must be for new, current model.
- Unless clearly noted in the Proposal, equipment and products must be delivered as operational.
- All equipment, products, supplies and services must be covered by warranty that is the industry standard or better.

General Requirements:

The Successful Proposer must provide a list and summary of three most relevant and recent experiences of similar services. Experience working with municipal agencies preferred. The vendor must provide a clear description of the Project Manager and the proposed team with names and project responsibilities. Awarded vendor must work with City staff to coordinate project scheduling, logistical and financial documentation, and appropriate permits and/or licenses. Vendor must be available to contact by City staff. Work is expected to begin as soon as a contract is established and signed.

Additional Considerations:

Contracts will be awarded to Proposers able to best meet the needs of the City. Proposers should submit their complete line of equipment, products and services that are applicable to the scope of this RFP.

Proposal Submittals:

- Each proposal must contain the following items listed below. Vendors who do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.
- Cover Letter, including the name and address of the firm, telephone number to be used for contact, name of the person(s) who will be authorized to make presentations for the firm, statement regarding the firm’s or individual’s capability to perform the specific tasks outline in this RFP, and summary of background information on the firm.
- Background information on the firm/company
- Description of firm’s approach and ability to deliver the tasks as outlined in the RFP.
- Breakdown of cost by category
- List of at least three (3) references from whom you and your firm have performed similar services. Include the prior project name, description, contact name, company name, address, and telephone number for each reference.

RFP No. B2023-09

RFP for Replacement of Heavy-Duty Vehicles at Fleet Services

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Street Address

City

Zip Code

Telephone Number

Fax Number

Printed Name/Title

E-Mail Address

Signature

Date

Form of Business Organization: Please indicate the following (check one).

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company? No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries? No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name

Title

Telephone

E-Mail Address

Proposal Submittal (continued):

Vendor Name: _____

Addenda Received: (It is mandatory to complete this section) Please indicate addenda information you have received regarding this RFP. If addenda are not attached to your bid submittal (per instructions), you are still held accountable to its contents.

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed within the specified terms of the contract. Specific periods that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Name Title

Telephone Number Fax Number Email Address

Proposal Submittal (continued):

Vendor Name: _____

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Do not include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 3 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Work Plans information on page 11 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you attach additional sheets to answer the Service Delivery Methods information on page 12 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 14 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you complete a project proposal as described in the Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda, if any, issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did you include information of a Project Manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement Continued	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Please indicate your cost to provide services as indicated in this RFP. Please include additional sheets if necessary to outline full costs of services.	\$ _____
Did you describe your experience with municipal surfacing projects?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Price proposal submittal to complete the work described in this RFP	\$ _____

Proposal Submittal (continued):

Vendor Name: _____

Price Proposal	
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested, and pricing will be negotiated and adjusted accordingly.	
Category Description (Vendor must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle.	Proposal Not to Exceed Amount by Category Description
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Amount for Project	\$

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

_____ (Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20 ____.

(Proposer Signature)

(Title)

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into as of DATE (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and CONTRACTOR NAME, TYPE OF ENTITY (“CONTRACTOR”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **PROJECT NAME & BID NUMBER**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **PROJECT NAME & BID NUMBER** (the “NIB”); and
- C. CONTRACTOR has submitted a Bid (the “Bid”) in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years from the Effective Date.

3. COMPENSATION

- A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR’s Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$INSERT DOLLAR AMOUNT

("Agreement Sum"), plus a contingency of \$INSERT DOLLAR AMOUNT, if first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause

it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or

materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The General Services Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

REPRESENTATIVE 1
REPRESENTATIVE 2

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will

be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. PREVAILING WAGE

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws

including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

17. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

18. INSURANCE

- A. CONTRACTOR and its subcontractors must maintain at its sole expense for the duration of this Agreement at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:
 - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- a. Combined single limits of \$2,000,000 per occurrence.
 2. Commercial General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
 3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of \$1,000,000 per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
 - C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
 - D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
 - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.
 - G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall

be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.
- I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee

solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

21. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR: CONTRACTOR'S NAME AND ADDRESS

Fax: INSERT FAX NUMBER

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

with a copy to: Attn: PROJECT MANAGER'S
NAME
General Services Department
City of Torrance
3350 Civic Center Drive
Torrance, CA 90503
Fax: (310) 781-7199

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

23. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

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24. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. To the extent that the terms of the Bid or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

26. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

27. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

28. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

29. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

31. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

33. PUBLIC RECORDS ACT

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

City of Torrance,
a municipal corporation

BUSINESS OR INDIVIDUAL NAME
TYPE OF ENTITY

George K. Chen, Mayor

By: _____
SIGNER, TITLE

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____

Attachment: Exhibit A: Bid
Rev. 0123

EXHIBIT A

Bid



Rotary®



INGROUND LIFTS

HIGH CAPACITY VEHICLE SERVICE

Dependable
HEAVY DUTY
VERSATILE Experience
 PATENTED
 Environmentally
Friendly
 Safety Original Buy America TRUSTED **LEADER** PRODUCIVE Raised in Madison
TESTED
 CRAFTED Global Leader PERFORMANCE Legendary
 RELIABLE **Efficient** SUPERIOR
Robust
Pride CRAFTSMANSHIP Innovative Long-Lasting
 VALUE PERFORMACE



www.rotarylif.com



Shown: MOD235abcd 70,000 lbs. capacity



Rotary invented the inground lift over 90 years ago and we've been reinventing our lifts ever since.

Functionality, space consideration, improved productivity, and concern for the environment are key components to consider when investing in a new heavy-duty inground lift. We've developed the most innovative and versatile heavy-duty lift products on the market that are packed with features helping your technicians get vehicles up on the lift easier and safer than anyone else.

Superior by Design

- The modular, encapsulated shallow pit design reduces installation costs and lessens costly maintenance
- Recessed, unobstructed floor designs
- Numerous control, adapter, wheelbase, and pit options to customize your shop's needs

Today's inground lifts take protecting the environment to a new level.



Lift containments are encapsulated in a steel enclosure sealed with our exclusive, warranted EnviroGuard™ coating. It forms a barrier between the lift and the ground which traps oil and other shop fluids and locks out groundwater, protecting both the lift and the environment. These modular lifts are also bio fluid compatible.

Rotary lifts are engineered, tested, and built with pride in Madison, IN USA. Made by people who love what they do delivering their best work to you – our customer.

Choose the right lift for your shop.

Rotary Lift.



Model: MOD335abcd
105,000 lbs. capacity

MOD35 FLEX™ MODULAR INGROUND LIFTS

AXLE-ENGAGING LIFTS
AVAILABLE IN TWO and THREE POST SERIES FOR TANDEM AXLES
Capacities: 70,000 lbs. / 105,000 lbs.

Powered by exclusive RED FIRE technology, experience the unmatched versatility, mobility and flexibility of the industry's first and only remote-controlled inground lift.



POWERED BY **RedFire**

MOD35 FLEX™ HANDHELD CONTROL ADVANTAGES

The remote-controlled lifting system is the fastest wireless set up, safer and easier operation with the ability to move freely around vehicle and bay during operation.

- Eliminate cord management issues and reduce inspection time
- Easy to understand wireless interface is similar to the pendant and pedestal versions. No new training required.
- Existing MOD35 lifts can be upgraded with RED FIRE power

Easy to use controller shows each cylinder with indicator light and green light once cylinders are ready to go.

Controller includes:

- On / off power button
- Information screen
- Infinite speed control - up or down
- Single lower-to-lock button
- Press Protect™ eliminates accidental button presses
- E-stop control
- Remote battery indicator
- Audible warning when out of range

System Monitoring and Added Controls

Programmable Height and Wheelbase Settings for up to 25 preset vehicle locations, the most in the industry.

Auto Spotting System allows for automatic positioning without crawling around on floor.

VEC™ Variable Equalization and Control System

eliminates the need to manually adjust valves to control location, speed and heights. Jacks are controlled individually for vehicle spotting or simultaneously for lifting. Infinitely adjustable speed and control.



MOD35 CONTROL OPTIONS



Control Console System

Wall-mounted or pedestal console eliminates clutter and adds more floor space in each bay.



Control console is easy to understand and operate. All interfaces are the same.



PENDANT CONTROL OPTION

Corded Pendant Controls

Standard patented control system operates all of the lift's features away from the lift console. Joystick-equipped with infinite variable speed control of fore/aft and up/down operation plus fine adjustment of the lifting carriage or movable piston.



Electric Console System in Bay

Wall or pedestal mount with the smallest footprint in the industry. Save vital bay space.

MODULAR DESIGN ADVANTAGES

1. Innovative Installation / Construction Method

This installation method streamlines the install time and reduces installation costs. The method works in a variety of soil and building conditions. **Grade beam installation also available.**

2. Concrete Footer Slab

A more environmentally friendly design offers a base rebar mat and a 25 percent reduction in concrete.

3. Multi-Stage Cylinder design minimizes lift housing depth.



4. Multi-Stage Locks

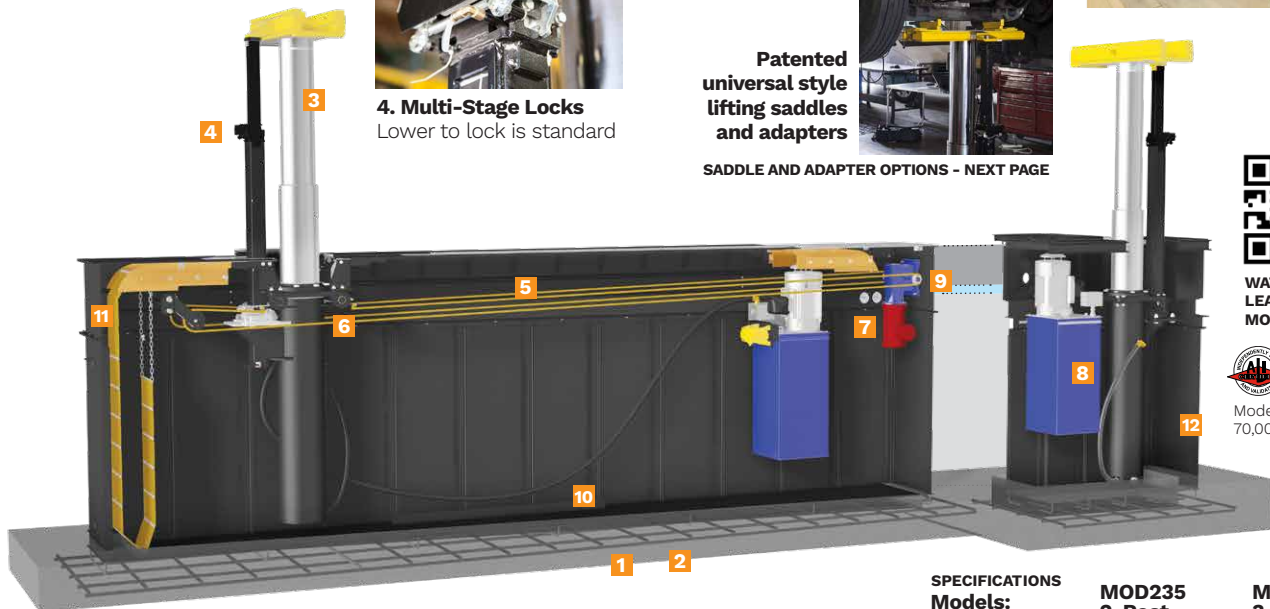
Lower to lock is standard



Patented universal style lifting saddles and adapters



SADDLE AND ADAPTER OPTIONS - NEXT PAGE



WATCH AND LEARN ABOUT MOD35



Model: MOD235abcd
70,000 lbs. capacity



ENVIRONMENTALLY FRIENDLY

5. Dual Chain Drive System Easy, reliable movement while raising and lowering.

6. Greaseless Bearings: The axles are coated with exclusive SmartGuard™ for maintenance free performance.

7. Electric Drive Assembly for smooth movement to multiple wheelbase settings.

8. Power Unit is fully contained in an environmental tub eliminating soil contamination and creating a silent operation.

9. Slip Clutch Design eliminates chain breaks reducing maintenance issues and cost of lift ownership.

10. Abrasion Resistant Hose Guide keeps hose out of the way of the moving piston - there are no moving parts to break.

11. Automatic Shutter Plate Trench Covers

Nitride coated to prevent rust, these automatic shutter plates and covers are self-storing keeping the containment covered at all times (as required by OSHA).

12. Patented LDS™ / Liquid Detection System monitors the lift as liquid accumulates in the containment. Built-in access ports for fluid evacuation.

SPECIFICATIONS

Models:	MOD235 2-Post	MOD335 3-Post
Lifting Capacity	70,000 lbs.	105,000 lbs.
Lifting Capacity (front piston)	35,000 lbs.	35,000 lbs.
Lifting Capacity (center piston)	N/A	35,000 lbs.
Lifting Capacity (rear piston)	35,000 lbs.	35,000 lbs.
Power Unit	(2) 5hp (3.75kw)	(3) 5hp (3.75kw)
Pressure	770/950	750/900
Oil Displacement	19.3 gal	19.3 gal
Rise (front piston)	70"	70"
Rise (center piston)	N/A	70"
Rise (rear piston)	70"	70"
Std. Adapter Adjustment*	17 15/16" - 44 1/4"	17 15/16" - 44 1/4"

*Optional adapters provide adjustment range

Patented universal style lifting saddles



Choose from four patented saddles:

Ultra-low-profile:

With the lowest profile in the industry at just 2-1/2" tall, this saddle offers excellent drive-over clearance and can be retracted for zero obstructions when not in use. Pick up low-floor and kneeling buses.

Low-profile:

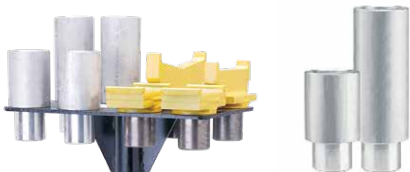
"Standard" front saddle. 4-1/8" tall, with a maximum reach of 40-1/2" wide.

Low truck front (T-style):

This 4-3/4" tall saddle offers the widest reach, at 55-1/2". Assists in picking up vehicles that don't have a solid front axle.

Tall rear:

Designed specifically for the rear post, this saddle features six insert receptacles (front saddles can accommodate two inserts each) that slide left and right to provide an incomparable pick-up range. Reach into areas that other adapters can't access.



Adapter Extensions:

Model #FD2359 & FD2358
Applies to all adapters

Adapter Rack

#FD2361BK
Keeps the lift bay clear and uncluttered and all adapters in one place.

Mobile Adapter Cart

#FD2438BK



Always use safety stands when installing or removing heavy components.

Optional Cord Reels

for corded, hand-held pendant controls.



Consult factory for each lift model options.

Portable Jack Stands

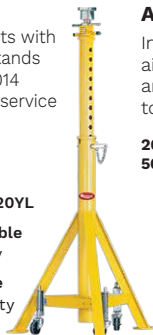
Height adjustment in 1" increments with 4" fine-tuning. All maintenance stands meet the required ASME PASE-2014 safety requirements for portable service equipment.

RS20YL / Screw-Type Adjustable
56.1"-82.3" / 20,000 lbs. Capacity

RS20WYL / Welded Version of RS20YL

RS2052SYL / Screw-Type Adjustable
34.3 "-55.5" / 20,000 lbs. Capacity

RS36SYL / Screw-Type Adjustable
55.31"-82.28" / 36,000 lbs. Capacity

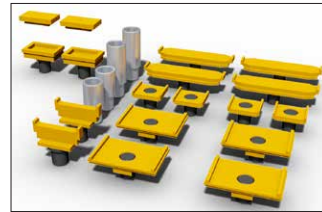
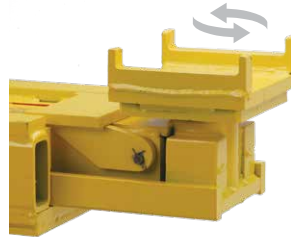


Patented Universal Saddle Adapter Kits for Modular Lifts

Rotary offers a selection of adapters and inserts to lift a variety of heavy-duty vehicles. Designed for use on front or rear post saddles, stackable adapters and height extensions pivot 360 degrees to permit maximum flexibility when cradling vehicle axles or frames.

Standard flip-up pads permit fastest setup with no need to swap adapters.

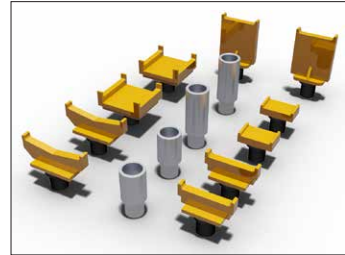
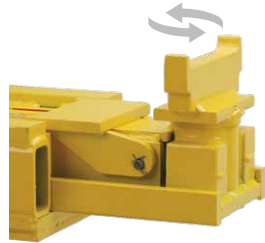
Three-Post Configuration:
Model #FD2352
Most transit bus applications



AK-ULP105-3PK
3-Post configuration

Adapter kit for most Transit Bus operations.

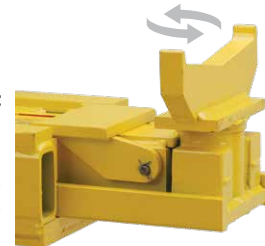
Two-Post Configuration:
Model #FD2340
Most heavy truck and transit bus applications



AK-HTA70-2PK
2-Post configuration

Adapter kit for most Heavy Duty Truck applications.

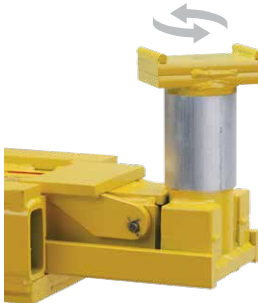
Two-Post Configuration:
Model #FD2351
Most school bus applications



AK-SBA70-2PK
2-Post configuration

Adapter kit for most School Bus applications.

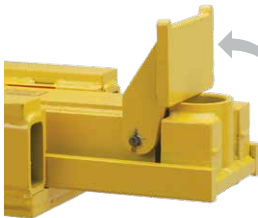
Two-Post Configuration:
Model #FD2343
Most low profile transit bus applications



AK-ULP70-2PK
2-Post configuration

Adapter kit for most low profile transit bus applications.

Three-Post Configuration:
Model #FD2337
Most heavy duty truck applications



AK-HTA105-3PK
3-Post configuration

Adapter kit for most Heavy Duty Truck applications.

Air Operated Tire Lifts

Includes air hose and air tool connection and pressure regulator to prevent overloading

200 lbs. and 500 lbs. capacities

SHOWN: #MW-500



Liquid Evacuation Kit

Detected by the liquid detection system, kit is designed to provide automatic evacuation of fluids captured in the lift containment.

Separate pumps are located in each jack housing. For MOD30/35 only.



HDI50/HDI75

TRADITIONAL INGROUND LIFTS

AXLE-ENGAGING LIFTS

AVAILABLE IN TWO and THREE POST SERIES FOR TANDEM AXLES

Capacities: 50,000 lbs. / 75,000 lbs.

Traditional lifts offer the adjust-ability needed to service a wide variety of vehicles with options to customize your lift for your exact needs. Installed in their own containment system, this is the affordable solution for anyone looking for axle engaging lifts.



Model: 70Q
50,000 lbs. capacity

TRADITIONAL DESIGN ADVANTAGES

Continuous Trench Design is a concrete vault which forms a barrier between the lift and the ground. This allows for easy access to all components for inspection and maintenance

Exclusive EnviroGuard™ protects both front and rear jacks from electrolysis and deterioration and is warranted for 10 years.

Standard Front Pit Covers can be moved to eliminate dangerous pit openings as required by OSHA.

Low Profile Front Jack provides easy hydraulic adjustment for positioning of various wheelbases.

Rear Jack features a recessed pocket for an unobstructed floor when the lift is in the down position.

A wheel spotting dish, for axle positioning, guides the placement of the vehicle for lifting.

Hydraulic Jack Assembly in both front and rear housing is removable for inspection.

Dual Locking System

Lower to locks is standard equipment. Each jack has an 18-position locking leg which locks every 3". This design is based on the proven MOD locking system.



Lock cover removed for clarity of internal view

In-Trench Equalized Power Unit

- Eliminates the need for valuable floor space
- No piping or trenches from the power unit to the lift, - reduce concrete work and piping by 80%
- Offers a low noise level with self-equalized operation
 - no manual adjustment raising and lowering the lift
 - meets NEC class 1, division 1 standards
- Power units include explosion proof motors



Simple Push Button Equalized Controls

Eliminate manual equalization. The control box can be mounted on either the floor or wall.

Optional Pedestal Control Console

The pedestal mounted control console eliminates the need to bend down to run the lift - operate from a comfortable, standing position.



NEW Optional Pendant Controller with 33' cord

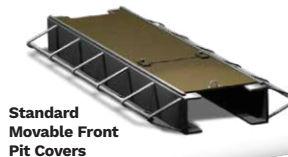
Heavy Duty Inground or HDI lifts come in a variety of capacities, power unit locations and lifting cylinder configurations. Some models are ALI Gold Certified.

Patented Universal Saddle Adapter is designed for the front or rear post.

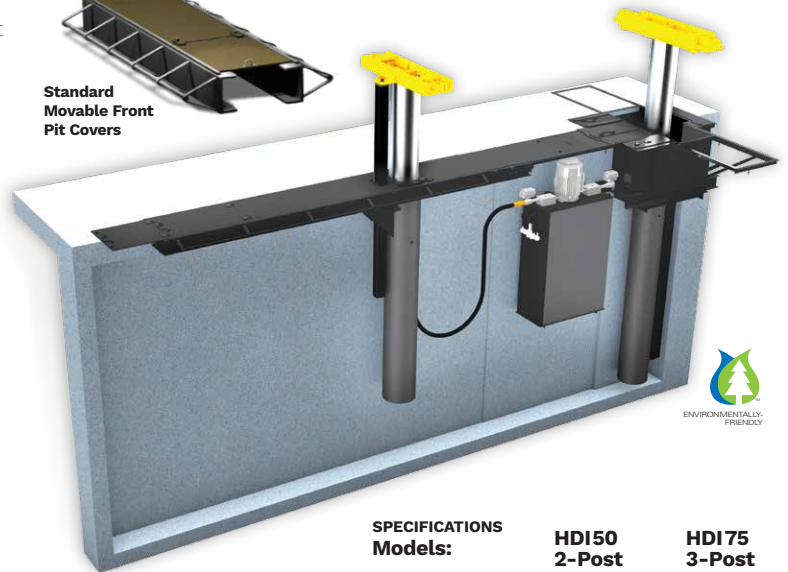
SEE PREVIOUS PAGE FOR SADDLE AND ADAPTER OPTIONS



Standard flip-up pads permit fastest setup with no need to swap adapters.



Standard Movable Front Pit Covers



Model: R70Q
50,000 lbs. capacity

Continuous trench lift shown with in-trench power unit

70Qx / 2) 10 5/8" jacks
- 1 movable jack and 1 fixed jack

703Qx / 3) 10 5/8" jacks
- 2 movable jacks and 1 fixed jack

SPECIFICATIONS Models:

	HDI50 2-Post	HDI75 3-Post
Lifting Capacity	50,000 lbs.	75,000 lbs.
Lifting Capacity (front piston)	25,000 lbs.	25,000 lbs.
Lifting Capacity (center piston)	N/A	25,000 lbs.
Lifting Capacity (rear piston)	25,000 lbs.	25,000 lbs.
Power Unit	10hp (7.457kw)	10hp (7.457kw)
Pressure	350 psi	350 psi
Oil Capacity	106 gal	106 gal
Rise (front piston)	66"	66"
Rise (center piston)	N/A	66"
Rise (rear piston)	69"	69"
Std. Adapter Adjustment*	19 1/8" - 44"	19 1/8" - 44"
Drive Over Clearance	4 1/4"	4 1/4"

EFX60/90™ MODULAR INGROUND SCISSOR LIFTS

AXLE-ENGAGING LIFTS

AVAILABLE IN TWO and THREE POST
SERIES FOR TANDEM AXLES

Capacities: 60,000 lbs. / 90,000 lbs.

Proven by robust scissor lifting technology, exclusive patented features, shallow pit construction and environmental concerns, this is the most user-friendly, reliable and productivity boosting lift in its class.



MODULAR DESIGN ADVANTAGES

Shallow Pit Design:

The lift installs in a 3' deep concrete trench, greatly reducing installation costs. Routine maintenance is quick and easy because components are within easy reach.

Environmentally Responsible:

Contained within a concrete trench providing protection for the lift and the environment. Operates with an efficient low volume/high pressure hydraulic system that uses 3.5 gallons of fluid per scissor.

Heavy Duty Pivot Pins are stronger than comparable lift designs. Coated with Smartguard™ corrosion protection keeping the lift operational and productive.

Heavy Duty Links are more robust than other related lifts.

Heavier Capacity Cover Plates are stronger than comparable lifts.

Bolt-on Wheel Spotting Dish for accurate vehicle spotting every time.

The EFX's patented **Universal Saddle System** recesses flush with the floor with the adapters in place providing a quick and easy setup. Adapter versatility is a result of selecting inserts and adapters to fit a variety of heavy-duty vehicles with the greatest range of adjustments and adapter combinations in its class.

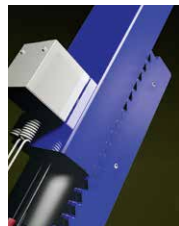


Adjustment range and rotated adapters with an off-set transaxle.

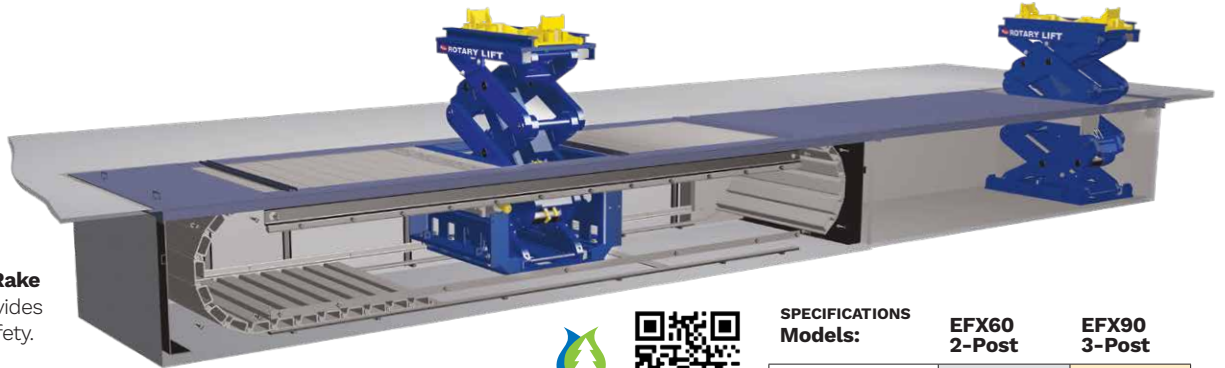


Standard flip-up pads.

SADDLE AND ADAPTER OPTIONS - PAGE 4



Exclusive Negative Rake Locking System provides greater technician safety.



Upright Control Console

eliminates the need to bend down to run the lift - operates from a comfortable, standing position. Shown with optional pendant controls.



OPTIONAL Pendant Controls allow for operation away from the lift console.

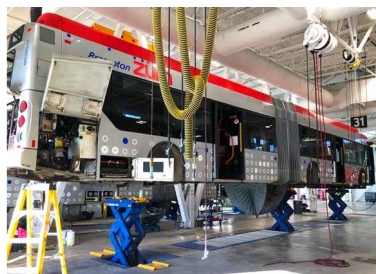


Model: EFX60X
60,000 lbs. capacity



WATCH AND LEARN ABOUT THE EFX

EFX90™ THREE POST SERIES IN TANDEM AND ARTICULATED AXLE CONFIGURATION



Three heavy duty scissors provide 90,000 lbs. of lifting capacity

SPECIFICATIONS Models:

	EFX60 2-Post	EFX90 3-Post
Lifting Capacity	60,000 lbs.	90,000 lbs.
Lifting Capacity (front piston)	30,000 lbs.	30,000 lbs.
Lifting Capacity (center piston)	N/A	30,000 lbs.
Lifting Capacity (rear piston)	30,000 lbs.	30,000 lbs.
Power Unit	10hp (7.457kw)	15hp (11.21kw)
Pressure	3,900 psi	3,900 psi
Oil Displacement	7 gal	11 gal
Rise (front piston)	70"	70"
Rise (center piston)	N/A	70"
Rise (rear piston)	70"	70"
Std. Adapter Adjustment*	28 3/8" - 52"	28 3/8" - 52"

*Optional adapters provide adjustment range

Standard colors of lifts and consoles are blue.

RAL5005



All Rotary Wheel Service Equipment now carries an industry-leading 3 year warranty.

Rotary Jack

COMMERCIAL TRUCK AND TRANSIT

WHEEL SERVICE EQUIPMENT

Rotary's line of premium commercial equipment helps you perform the job right the first time, every time.

Designed and engineered to lead the industry, our equipment uses the latest technology to provide the ultimate in shop productivity and tech safety.

Learn more about our wheel service equipment at rotarywheelservice.com.



TIRE CHANGERS

WHEEL BALANCERS



WHEEL ALIGNMENT SYSTEMS

Rotary Lift

2700 Lanier Drive
Madison, IN 47250, USA

rotarylif.com



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Brazil: +55.11.4534.1995

Government Sales: 800.445.5438 X5655



For additional information:

rotarylif.com/Government-Purchasing-Assistance/

Rotary Heavy Duty Truck Lifts

You need performance, reliability, and safety in a heavy duty lift.

And you won't find a truck lift that excels in those three categories more than Rotary Lift. When you need to raise serious machinery, you need a serious lift. We offer a full line of heavy-duty lifts you simply can't find anywhere else.

Get your truck service off of the ground.

When you're raising several tons into the air, you want to make sure everything goes as planned. Meet your shop's specific needs with truck lifts that exceed industry standard and feel confident in your decision knowing that we back all of our lifts with a nationwide service network. Rotary lifts are engineered, tested, and supported with pride in Madison, IN USA. Crafted by people who love what they do delivering their best work to you – our customer.

Choose the right lift for your shop.

Rotary Lift.



Lit# Rotary HD INGROUND Brochure.2021.09

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Product specifications, part numbers, images and component descriptions are subject to change without notice or liability.



ROTARY MOD235 LIFT SPECIFICATION

Lift Quantity	3
Lift Type	Two Post In-Ground
Lifting Capacity	70,000 lbs. (35,000 lbs. per piston)
Rise Height	70"
Rise Time	2.68'/minute
Power Unit	5 HP x 2 (fully contained in environmental tub to eliminate soil contamination)
Pressure	770/950 psi
Oil Displacement	19.3 gal. per cylinder
Lift Containment	Encapsulated in steel enclosure with Enviroguard coating, Liquid Detection System, and access ports for fluid evacuation
Drive-Thru/Over Clearance	Recessed
Lifting Saddles/Adapters	Ultra-Low Profile Saddle Adapter Kit AK-ULP70-2PK
Standard Adapter Adjustment	17 ¹⁵ / ₁₆ " – 44 ¹ / ₄ "
Trench Covers	Automatic shutter plate (nitride coated to prevent rust)
Column Locks	Multi-stage lock system
Drive Assembly	Electric drive ; greaseless bearings
Controls	50' handheld corded pendant control with cord reel
Voltage	208-230 / 460 / 575
Warranty	5 year structural / 1 year functional parts and labor
Lift Grade	Commercial
ALI Certification	Gold
Manufacturing/Assembly	USA
Buy America Qualified	Yes

ROTARY MOD335 LIFT SPECIFICATION

Lift Quantity	1
Lift Type	Three Post In-Ground
Lifting Capacity	105,000 lbs. (35,000 lbs. per piston)
Rise Height	70"
Rise Time	2.68'/minute
Power Unit	5 HP x 3 (fully contained in environmental tub to eliminate soil contamination)
Pressure	770/950 psi
Oil Displacement	19.3 gal. per cylinder
Lift Containment	Encapsulated in steel enclosure with Enviroguard coating, Liquid Detection System, and access ports for fluid evacuation
Drive-Thru/Over Clearance	Recessed
Lifting Saddles/Adapters	Heavy Duty Truck Saddle Adapter Kit AK-HTA105-3PK
Standard Adapter Adjustment	17 ¹⁵ / ₁₆ " – 44 ¹ / ₄ "
Trench Covers	Automatic shutter plate (nitride coated to prevent rust)
Column Locks	Multi-stage lock system
Drive Assembly	Electric drive ; greaseless bearings
Controls	50' handheld corded pendant control with cord reel
Voltage	208-230 / 460 / 575
Warranty	5 year structural / 1 year functional parts and labor
Lift Grade	Commercial
ALI Certification	Gold
Manufacturing/Assembly	USA
Buy America Qualified	Yes

ROTARY V-REX80 LIFT SPECIFICATION

Lift Quantity	1
Lift Type	Surface Mounted Vertical Rise Four-Leg Scissor
Capacity	80,000 lbs.
Overall Length	42'
Runway Length	32'
Ramp Length	10'
Overall Width	109"
Runway Width	32" (non-skid surface)
Distance Between Runways	45"
Maximum Rise (bottom of base to runway top)	77 ¾"
Rise Time	90 seconds
Collapsed Height	16 ¼"
Min Adapter Height	4 ¼"
Leg Design	2" thick solid steel legs with negative rake mechanical locks
Leveling System	Submersion rated sealed cylinder stroke measuring system
Motor	20 HP
Voltage	3 ph, 208-230 / 460 / 575
Optional Accessories	Stainless Steel Remote Panel for Controlling Washbay Units V40011 36,000 lbs. Air Hydraulic Rolling Bridge Jack with Lock RJ36 (3) Built-In LED Light Kits V40034
Finish	Baked black epoxy paint with zinc
Warranty	5 year structural / 1 year functional parts and labor
Lift Grade	Commercial
ALI Certification	Gold
Manufacturing/Assembly	USA
Buy America Qualified	Yes