

AGREEMENT WITH AMTECH ELEVATOR SERVICES TO PROVIDE ELEVATOR MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is made and entered into on this 1st day of July, 2025 by and between Pacific Coast Elevator Corporation, a Delaware corporation, doing business as Amtech Elevator Services ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On February 6, 2025, City issued Request for Proposal ("RFP") No. 25-007A, by which it sought qualified consultants to provide elevator maintenance and repair services.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP 25-007A.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the scope of work that was included in RFP No. 25-007A, which is attached hereto as **Exhibit A** and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**, which is attached hereto and incorporated by reference. The total compensation for services provided shall not exceed Two Million, One Hundred and One Thousand, Six Hundred and Five Dollars (\$2,101,605) during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the

City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 1, 2025 for a three (3) year term and end on June 30, 2028, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for up to one (1), two-year period upon a writing executed by the City Manager and the City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("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 being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the 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.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and

perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require any subcontractors to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Consultant.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with limits no less than \$1,000,000 combined single limits. In the event Consultant does not maintain commercial automobile liability insurance, City will accept evidence of personal automobile insurance.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage is not required if Consultant has no employees and signs request to waive such insurance.
4. **Professional Liability:** with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimum requirements for each line of coverage shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Consultant's CGL, Professional Liability, and Automobile Liability policies, with respect to any liability arising out of work or

- operations performed by or on behalf of the Instructor including materials, parts, equipment, and personnel furnished in connection with such work or operations.
2. Consultant's Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant under this Agreement.
 3. For any claims related to this contract, Consultant's insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
 4. A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
 5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
 6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Nadia Orozco, 20 Civic Center Plaza, M-11, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

Verification of Coverage

Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them.

City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such

information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant,

Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

With courtesy copies to:

Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: (714) 647-5635

To Consultant:

Amtech Elevator Services Attn: Timothy Herter, General Manager 12921 166th Street Cerritos, CA 90703

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and

attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

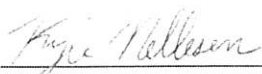
Jennifer L. Hall
City Clerk

Alvaro Nuñez
City Manager

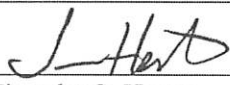
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Kyle Nellesen
Assistant City Attorney



Timothy S. Herter
General Manager

RECOMMENDED FOR APPROVAL:



For Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A



CITY OF SANTA ANA

EXHIBIT I

SCOPE OF SERVICES

The City of Santa Ana is seeking bids from qualified, experienced contractors to provide elevator maintenance and repair services as set forth below:

A. SERVICE LOCATIONS

1. Contractor is required to provide services to any location City requests, including those not listed herein.
2. Facility locations may be added or deleted, service hours may be modified, and services may be increased or decreased at any given time according to City needs during the term of the contract.
3. Contractor's employees conducting elevator maintenance at the Police Department will have escorted access and will be continuously monitored while working at the Police Facility.
 - a. Projects requiring permanent or semi-permanent assignment to the Police Facility for one-to-eight weeks will require a LiveScan, at Contractor's expense.

City Hall (includes wheelchair lift)

20 Civic Center Plaza
Santa Ana, CA 92701

City Hall/Ross Annex

24 Civic Center Plaza
Santa Ana, CA 92701

Corporate Yard

215 S. Center Street.
Santa Ana, CA 92703

Santa Ana Main Library

26 Civic Center Plaza
Santa Ana, CA 92701

Santa Ana Zoo

1801 Chestnut Place
Santa Ana, CA 92701

Santa Ana Regional Transportation Center

1000 E. Santa Ana Blvd.
Santa Ana, CA 92701

El Salvador Community Center (wheelchair lift)

1825 W. Civic Center Drive
Santa Ana, CA 92703



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Police Department
60 Civic Center Drive
Santa Ana, CA 92701

Police Department
62 Civic Center Drive
Santa Ana, CA 92701

Southwest Senior Center (Wheelchair Lift)
2201 W. McFadden Ave
Santa Ana, CA 92704

Garfield Center
501 N Lacy St
Santa Ana, CA 92701

Navigation Center
1815 Carnegie Ave
Santa Ana, CA

B. ROUTINE PREVENTATIVE MAINTENANCE WORK

1. Proposer agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide call-back service and, as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the following exclusions only:
 - a. Repairs required because of negligence, accident, or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
 - b. Repairs or replacement building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, telephone equipment and signal fixture faceplates.
 - c. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels.
 - d. Lamps for car and machine room illuminations.
2. In performing the above-indicated work, Contractor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment.
3. The preventative maintenance specified is considered the minimum for all equipment.
 - a. If specific equipment covered by this contract requires additional maintenance for safe and reliable operation, then the Contractor shall perform the required maintenance.
4. The scheduling, frequency, and performance of the maintenance service procedures specified above shall be carried out in accordance with the manufacturer's established procedures.



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C. PERFORMANCE REQUIREMENTS

1. Proposer agrees to maintain the following minimum performance requirements of the elevators designated below:
 - a. Speed as certified: +/- 5% under any loading condition.
 - b. Capacity: Safety lower, stop and hold up to 125% rated load.
 - c. Leveling: +/- 3/8 under any loading condition.
 - d. Door Closing Time, Thrust and Kinetic Energy shall comply with ANSI Code.
 - e. Floor to Floor Performance Time: Floor to floor performance time (from time doors starts closing at one floor to fully opened and level on next successive typical floor, regardless of loading conditions or direction level).
2. In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop.
3. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

D. HOURS OF SERVICE

1. The Contractor shall perform all work, except, emergency minor adjustment callback service, during the regular working hours and the regular working days of the elevator trade.
2. Should the City request examination, cleaning, lubrication, adjustments, repairs, or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the City will compensate the Contractor for the overtime bonus hours at the Contractor's normal billing rates.

E. CONDITIONS OF SERVICE- GENERAL, ALL UNITS

1. The City is to provide the Contractor with full and free access to the equipment to render service thereon. Contractor must contact maintenance when on site at any City locations.
 - a. Except at the Police Department, where all technicians will be escorted by Police Department staff.
2. Contractor shall:
 - a. Maintain, at all times the original contract speed in feet per minute;
 - b. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes;
 - c. Check the operating system for each unit or group of units continuously and make necessary test and corrections to ensure all circuits are correct and time settings are properly adjusted; and
 - d. Conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling.
 - i. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance.
 - ii. A copy of evaluations will be left with City and reviewed with him on request.



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F. ALTERATIONS AND ADDITIONS

1. Contractor shall make no alterations or additions to the equipment without prior written approval from the City.
 - a. The maintaining of this equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

G. INVENTORY

1. The Contractor shall own and maintain a sufficient amount of replacement parts, by the original manufacturer or approved equal, to maintain the equipment in first-class and safe operating condition.

H. MICROPROCESSORS AND REPROGRAMMING

1. The Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor equipment used in the elevator system.
2. The Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
3. The Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
4. All diagnostic equipment, microprocessor printed circuit boards, solid state circuitry parts, and reprogramming capabilities shall be of the original manufacturer's parts only.

I. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

1. Contractor agrees that all work shall be performed by and under the supervision of skilled, experience, elevator service, and repairmen directly employed and supervised by Contractor.
 - a. Any and all employees performing work under this contract shall be satisfactory to City.

J. EXTENT OF COVERAGE – TRACTION ELEVATORS & HYDAULIC ELEVATORS

All city owned elevators that pertain to this agreement:

1. The work to be performed by the Contractor consists of:
 - a. Furnishing all material, labor, supervision, tools supplies, and equipment necessary to provide full maintenance service, including:
 - i. all inspections, adjustments, test, parts replacement, and repairs to keep the elevators covered under this contract in continuous use at their established capacity and efficiency for their intended purpose.
2. Elevators shall be maintained in first-class operating condition to meet the elevator's initial performance ability.



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3. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks: ANSI A17.1 including supplements (hereinafter referred to as ANSI A17.1)
4. Contractor shall be responsible for regular systematic execution of the work items included in this contract as follows:

EXTENT OF COVERAGE – TRACTION ELEVATORS

Police Administration Building and Holding Facility

- a. Regularly and systematically examine, clean, lubricate, adjust and when conditions warrant, repair or replace the following:
 - i. Elevator Machine – Geared
 - ii. Controllers, Selectors, Dispatcher, and Relay Panels
 - iii. Machine Brakes and Brake Pulleys and Parts thereof, including:
 - iv. Pumps
 - v. Hydraulic Rams
 - vi. Control Valves
 - vii. Hydraulic fittings, lines & seals
 - viii. Hoisting Motors
 - ix. Selector Motors, Exciter and Regulator
 - x. Worms, Gears and Thrusts
 - xi. Bearings
 - xii. Rotating Elements
 - xiii. Brake Magnet Coils
 - xiv. Brushes, Brush Holders, and Commutators
 - xv. Brake Shoes, Linings, and Pins
 - xvi. Windings and Coils
 - xvii. Contacts, Relays and Timers
 - xviii. Resistors and Transformers
 - xix. Solid State Devices
 - xx. Emergency Lighting, if furnished and installed by same manufacture
 - xxi. Fireman's Service Equipment
 - xxii. Deflector, Secondary and all other Sheaves, Shafter's, Bearings, and Assemblies
 - xxiii. Automatic Power Door Operators, Landing and Car Door Hangers, Landing and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Bottom Door Guides, Manual Door Closures, and Auxiliary Door Closing Devices
- b. Keep guide rails properly lubricated, except where roller guides are used.
- c. Replace guide shoe gibs or rollers, when conditions warrant, to provide smooth and quiet operation.
- d. Repair or replace control cables, when conditions warrant.
- e. Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.
- f. Re-lamp all signals.
- g. Furnish lubricants compounded to the Contractor's specifications.
- h. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices:
 - i. Interlocks and Door Closers
 - ii. Car and Counterweight Buffers



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- iii. Overspeed Governors, Governor Tension Sheave Assemblies, and Car and Counterweight Safeties
 - iv. Limit, Landing and Slowing Switches
 - v. Door Protective Devices and Alarm Bells
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- i. Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers.
 - j. Periodically equalize the tension in all hoistway ropes. Replace all wire ropes and fastenings, when conditions warrant.
 - k. Examine and when conditions warrant, regroove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensation sheaves.
 - l. Periodically examine, lubricate, adjust and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:
 - i. Car and Corridor Operating Push-buttons
 - ii. Load Weighing Equipment
 - iii. All Hall Lanterns, Car Positions, and Hall Position Indicators, Lobby Control Panels, Car Operation Panels, and all other Signal and Accessory Facilities furnished and installed as part of the whole equipment.
 - m. Periodically clean all elevator machine rooms, secondary areas, elevator hoistways, and pit areas. Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presented to all times. During the course of each examination, all accumulated refuse in the pit areas will be discarded.
 - n. Annual clean the elevator hoistway and related equipment including rails, inductors, hoistway door hangers and track relating devices, switches, buffers, car tops and pit areas.
 - o. Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.
 - p. Perform the following tests on the elevator equipment:
 - i. Tests of the car and counterweight safeties, governors, buffers, and all other safety devices.
 - ii. The car balance will be checked and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed.
-
5. All tests performed on the elevator equipment described herein will be in accordance with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests shall be submitted and reviewed with the City of the property within thirty (30) day following completion of all tests.
6. Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed on an annual basis.
7. Bi-Annual testing of the Fireman's Emergency Service operation will be performed to assure proper operation of the system.

K. EXCLUDED SERVICES

1. The following items of elevator equipment, hoistway, and machine room enclosures are not included in this contract:

ELEVATORS-ALL



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- a. Car enclosure, including side walls, interior paneling, handrails, bases, car tops, car lighting fixtures, reflectors, and drop ceilings, and if necessary, refinishing, repairing, or replacing these items.
 - b. Car fan, gates and/or doors,
 - c. Hoistway enclosure,
 - d. Rail alignment,
 - e. Hoistway doors,
 - f. Door frames,
 - g. Sills,
 - h. Hoistway gates,
 - i. Finished flooring, power feeders switches and their wiring and fusing,
 - j. Car light diffusers,
 - k. Light tubes or bulbs, and
 - l. Smoke or heat sensors.
2. The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, or to perform cleaning of cab interior and exposed sills.

L. LIQUIDATED DAMAGES

1. When an elevator is out of service for a period in excess of forty-eight (48) hours, due to Contractor's neglect or failure to comply with the provisions of this specifications, and should the Contractor fail to respond with a qualified service man under the time frame indicated herein, it is mutually agreed that the City may withhold as liquidated damages for each twenty-four (24) hour period thereof, the sum of Two Hundred Fifty Dollars (\$250.00) from the succeeding month's billing for each failure to timely respond to a request for services.
2. Further, it is mutually agreed that this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the City would suffer as a result of the Contractor's failure to comply with this provision.

M. WIRING DIAGRAMS, INSTRUCTION MANUALS, ETC.

1. The Contractor agrees to furnish a complete set of electrical wiring diagrams for all of the equipment covered by this contract, together with all supplemental information, such as instruction manuals, lubrication charts, etc., that pertain to the equipment covered in this agreement.
2. Should the Contractor not have this information available, the City agrees to furnish this information to the Contractor, to the extent available, at the Contractor's expense.
3. However, requiring that the Contractor provide this information shall be considered part of his previous experience with this specific type of equipment.



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N. CONTRACTURAL OBLIGATIONS

1. The contract shall constitute the entire agreement between the parties and all prior representations and agreements, whether written or oral, are merged herein.
2. The Contractor does not assume possession, management, or control of any part of the equipment.
3. The Contractor shall not, in any event, be responsible for or liable for any loss or damage resulting from:
 - a. The overloading and/or misleading of elevator, escalator, or other device covered by this contract and its rated capacity or operation of said equipment, or
 - b. For any loss, damage, detention, delay, or for any failure to perform resulting from:
 - i. Accidents,
 - ii. Strikes,
 - iii. Lock-outs,
 - iv. Fire,
 - v. Explosions,
 - vi. Water,
 - vii. Flood,
 - viii. Wind,
 - ix. Malicious mischief,
 - x. War,
 - xi. Acts of civil or military authority,
 - xii. Insurrection,
 - xiii. Riot,
 - xiv. Act of God, or
 - xv. Any consequential damage.
4. The City agrees (except during periods of the inspection and work required by the terms of this contract, when and if the Company's employees actually take charge of the equipment), the control over, the management, observation, and operation of the equipment is and remains the full and sole responsibility of the City.
5. The City shall immediately shut down any equipment from service when it appears to the City to be unsafe or operating in a manner which might cause injury to anyone using said equipment; and will give the Contractor written notice within a reasonable period of time of any accident, alteration, or change affecting the equipment covered by this contract.
6. The contract shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties hereto.
7. The Agreement shall become a valid and binding contract only when accepted and signed by the City representative; and subsequently approved and signed by an Officer of the Contractor.
8. This contract shall not be changed, modified, or terminated and none of its terms or conditions shall be waived orally, but only in writing, signed by the City and by an officer of the Contractor.
 - a. A waiver at any time of the terms and conditions of this contract shall not be considered a modification, cancellation, or waiver of such terms and conditions.



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9. The specification herein relates to furnishing of materials and services at the premises upon the equipment enumerated at the rate prescribed in the Contractor's proposal and upon the terms and conditions as stated hereinafter.
10. In the performance of this contract, the Contractor agrees he will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.
11. Contractor shall make periodic test and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators, and moving walks. Written reports of said tests shall be submitted to City and, in the case of running safety tests, prior notification shall be given so that a representative of City may witness said test.
12. Contractor shall not be required under this agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal, or governmental authorities, subsequent to the date of contract, unless compensated for such installation.

O. ADDITIONAL REQUIREMENTS

The Contractor shall adhere to established schedules.

1. The Contractor shall furnish a qualified elevator mechanic on the job site for performance of examinations and preventative maintenance.
 - a. Said elevator mechanic shall provide preventative maintenance at the job site a minimum of 2 hours per unit per inspection.
2. Contractor's mechanic shall check into the manager's or maintenance office when he arrives and when he leaves the building.
3. Copies of mechanic's time tickets, verifying time spent on each visit, shall be left with building manager or maintenance supervisor.

EXHIBIT B



CITY OF SANTA ANA

ATTACHMENT A

FEE PROPOSAL, PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Proposer Item Price – Pricing shall be based on a unit cost for services described in Scope of Services. Fee must be inclusive of all costs, including, but limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by City Public Works Agency in writing. **The prices will remain firm for term of the agreement.**

Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials. Specify and estimate any other costs associated with the system.

Total quotation is to be firm offer for no less than ninety (90) days and will be regarded by the City as bidder's best and final offer.

Note: This contract is subject to prevailing wages.

<u>Item #</u>	<u>Routine Services</u>	<u>Price</u>
1.	City Hall: 20 Civic Center Plaza 3: U.S. Elevator Geared Passenger, 2. 10 stop, 1.9 stop	\$ 2,400 per month
2.	Santa Ana Library: 26 Civic Center Plaza 1: Amlift/MCE Hydraulic Passenger, 3 stop	\$ 400 per month
3.	Ross Annex: 24 Civic Center Plaza 2: Dover Hydraulic Passenger, 5 stop	\$ 800 per month
4.	Corporate Yard: 215 S. Center Street 4: Dover Hydraulic Passenger, 2 stop	\$ 1,600 per month
5.	City Hall (Wheelchair Lift): 20 Civic Center Plaza EXAMINATION AND LUBRICATION ONLY QUARTERLY SERVICE 1: Wheel-O-Vator, 2 stop chair lift	\$ 400 per quarter
6.	Santa Ana Zoo: 1801 Chestnut Place 1: Schindler Elevator, 2 stop	\$ 400 per month
7.	Santa Ana Transportation Center: 1000 E Santa Ana Blvd. 4: Schindler Hydraulic, 4, 3, 2 stop	\$ 1,600 per month
8.	El Salvador Community Center: 1825 W. Civic Center Dr QUARTERLY SERVICE 1: Wheel-O-Vator, 2 stop chair lift	\$ 400 per quarter



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9.	Police Department: 60 Civic Center Dr 2: Montgomery Otis Traction Elevators; 2 Hydro Electric 4 stops	\$ <u>2,400</u> per month
10.	Police Department/Jail: 62 Civic Center Dr 6: Montgomery Otis Traction Elevators; 1 dumb waiter	\$ <u>5,200</u> per month
11.	Southwest Senior Center: QUARTERLY SERVICE 1: 1 wheelchair lift at stage	\$ <u>400</u> per quarter
12.	Garfield Center: 501 N Lacy St 1: Schindler Elevator, 2 stop	\$ <u>400</u> per month
13.	Navigation Center: 1815 Carnegie Ave 1: Modular Elevator MFG, Inc., Hydroelectric 1 stop	\$ <u>400</u> per month
TOTAL ANNUAL COST:		
Sub-Total Monthly (Line items 1,2,3,4,6,7,9, 10, 12, 13 x 12 months):		\$ 187,200
Sub-Total Quarterly (Line Items 5, 8 and 11 x 4 quarters):		\$ 4,800
TOTAL ANNUAL COST (Sum of both sub-totals above):		\$ 192,000
LABOR RATES		
Same Business Day Service Calls (service calls made by 1:00 p.m. PST). The Contractor shall quote labor rates and provide explanation as required herein:		
14.	Straight Time: \$400 mechanic hour: \$600 team hour	See to the left \$400 / \$600
15.	Over Time: \$650 mechanic hour: \$1,100 team hour	See to the left \$650 / \$1,100
16.	Double Time: \$800 mechanic hour: \$1,100 team hour	See to the left \$800 / \$1,100
Next Business Day Service Calls (service calls made after 1:00 p.m. PST). The Contractor shall quote labor rates and provide explanation as required herein:		
17.	Straight Time: \$400 mechanic hour: \$600 team hour	See to the left \$400 / \$600
18.	Over Time: \$650 mechanic hour: \$1,100 team hour	See to the left \$650 / \$1,100
19.	Double Time: \$800 mechanic hour: \$1,100 team hour	See to the left \$800 / \$1,100
20.	Travel: When applicable, see billing rates above for labor only	See to the left



CITY OF SANTA ANA

Contractor shall define what constitutes Straight Time, Over Time and Double Time:		
Straight Time: Mechanic 8:00AM-4:30PM Team 6:00AM-2:30PM M-F no minimum		
Over Time: Mechanic 4:31PM-7:59AM M-F Team 2:31PM-5:59AM, all day Saturday, Sunday		
Double Time: Mechanic Team all day Saturday Sunday and all major government holidays		
Emergency Service Calls (Response by phone required within 30 minutes and onsite response required within 2 hours of service call).		
21.	Minimum Time Charge (if any) per hour or min (circle one)	See rates above t no minimum per hour
22.	Hourly Emergency Call Out charge during regular business hours (7:30 a.m. - 4:30 p.m., Monday - Friday)	See straight time if applicable per hour
23.	Hourly Emergency Call Out charge during non-business hours (4:31 p.m. - 7:29 a.m., Monday-Friday, weekends and holidays)	See OT and double time rates per hour
24.	Travel	
Contractor defines travel time as portal to portal billed at an hourly rate.. Travel billed at an hourly rate should be measured in increments of 0.25 with a maximum of 1 hour (one way).		

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

Pacific Coast Elevator DBA Amtech Elevator Services

(562) 263-5939 main: Fax n/a

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

12921 166th Street, Cerritos, CA 90703

BUSINESS ADDRESS

Tim Herter


General Manger

PRINTED NAME OF AUTHORIZED AGENT

TITLE



CITY OF SANTA ANA

	March 12, 2025	Timothy.Herter@amtechelevator.com
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS

06-1417004	C-11 737286
FEDERAL ID NUMBER (IF APPLICABLE)	CONTRACTOR LICENSE NUMBER (IF APPLICABLE)

113208
CITY OF SANTA ANA BUSINESS LICENSE NUMBER
(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**