

**FIRST AMENDMENT TO CONTRACTOR AGREEMENT BETWEEN AMTECH  
ELEVATOR SERVICES AND THE CITY OF SANTA ANA**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on December 5, 2023, by and between Amtech Elevator Services ("Contractor") 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. The parties entered into Agreement No. A-2020-143 ("Agreement") dated July 7, 2020, to provide elevator maintenance and repair services. The engagement of Contractor for said services was based on the selection of Contractor's response to City's Request for Proposal No. 20-068.
- B. The Agreement's term was originally set to expire on June 30, 2023. However, the Agreement provides for up to two (2), one (1) year extensions, for which the City exercised the first one (1) year extension on April 21, 2023. The Agreement now runs until June 30, 2024 and is current and in effect.
- C. Elevator repairs and maintenance have become more frequent over the past year. Many of the City's elevators are original to when various City buildings were constructed and range from 16 to 65 years in age. With the lifespan of elevators averaging approximately 20 years, the cost for materials and labor necessary to keep these conveyances running has increased substantially over time. It is critical for obsolete drives to be replaced with modernized drives to ensure the machines are operating safely.
- D. The parties now wish to amend the Agreement to increase the total "not to exceed" amount available under the Agreement by an additional \$717,168.00, for a total not to exceed amount of \$1,674,168.00 over the remaining term of the Agreement, including all extension periods. No other changes are contemplated by this First Amendment.

**The Parties therefore agree:**

1. **Section 2.a., Compensation**, is amended to read as follows:

City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$1,674,168.00 (including extension periods). This sum shall be comprised of the base amount of \$1,299,168.00, with a contingency amount of \$375,000.00 (to be exercised at City's sole discretion) for a total not to exceed amount of \$1,674,168.00 during the term of this Agreement, including any extension periods exercised by the City pursuant to Section 3, below.

2. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

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

**ATTEST:**

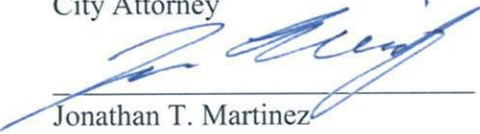
**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

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Steven A. Mendoza  
Acting City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

  
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Jonathan T. Martinez  
Assistant City Attorney

**CONTRACTOR**

  
\_\_\_\_\_  
By: Tim Herter  
Its: General Manager