

CITY OF MANHATTAN BEACH MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of January 9, 2023, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and PACIFIC COAST ELEVATOR CORPORATION DBA AMTECH ELEVATOR SERVICES, a Delaware corporation ("Contractor"). Contractor's DIR registration number is **1000007601**.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as elevator and escalator maintenance services ("Project"), as described in this Agreement and the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works ("Director") and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until January 9, 2026, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be two 2-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such services are at Contractor's own risk.

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

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation.

A. In consideration of the services rendered hereunder, City shall pay Contractor with accordance with the rates provided in Exhibit B. In no event shall the total compensation paid Contractor exceed THREE HUNDRED THOUSAND Dollars (\$300,000.00).

B. The amount set forth in paragraph A of this Section includes reimbursement for all expenditures incurred in the performance of this Agreement.

8. Payments. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal

Code Chapter 2.56 (“Matters Requiring Filing of Claims”) shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 5 days’ written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers’ compensation law regarding Contractor and Contractor’s employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor

does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of

this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Broader Coverage/Higher Limits. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has

- 1) Thoroughly investigated and considered the scope of services to be performed;
- 2) Carefully considered how the services should be performed; and

3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

19. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

20. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

21. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond: ☐ **REQUIRED** – or – ☒ **NOT REQUIRED**

24. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

25. Warranty. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor's performance of the Agreement.

Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse City for the actual costs, Contractor's Surety shall be liable for the cost thereof.

26. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of

the services under this Agreement which is or may likely make Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

27. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

28. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City’s prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

29. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

30. Attorneys’ Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

31. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

32. Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

33. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

34. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations,

representations or agreements, including the maintenance services agreement dated December 15, 2022. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

36. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Erick Lee
Director of Public Works
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

To Contractor:

Jim Strachan
Vice President
Pacific Coast Elevator Corporation dba Amtech Elevator
Services One Carrier Place
Farmington, Connecticut 06032

38. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

39. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

Pacific Coast Elevator Corporation dba
Amtech Elevator Services, a Delaware
corporation

By: _____

Name: Bruce Moe
Title: City Manager

DocuSigned by:
Jim Strachan 12/30/2022
By: _____
Name: Jim Strachan
Title: Vice President

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee
Title: Director of Public Works

EXHIBIT A

Scope of Work

Scope of Work

Contractor shall provide complete service and maintenance of the equipment covered under these specifications. Contractor must maintain equipment so it is operational at least 98% of the time for a 24/7 period. Contractor shall perform regular preventative maintenance checks (as recommended by the manufacturer), repairs, monthly inspections, annual safety inspections, and emergency service. The services will include all labor, parts, supplies, oil, lubricants, and any other materials required to maintain the equipment in good and safe operating conditions. Contractor shall provide certified trained technicians to perform all maintenance and repairs. Contractor must maintain an adequate inventory of replacement parts and materials.

All equipment, materials and installation shall conform to the most recently adopted edition of the following codes:

ANSI/ASME, A17.1, the American National Standard Safety Code for Elevators and Escalators ANSI/ASME, A17.2, Inspectors manual for elevators and escalators

Project Background

The City has 4 elevators, 4 escalators and 4 wheelchair lifts at several facilities that must be maintained in working order for residents, visitors and businesses.

Subcontracting

No portion of this work may be subcontracted.

Site Inspection

Contractor may view all locations without an appointment.

Specifications

Equipment Performance:

Elevators

The elevators shall be adjusted to meet the following performance standards and shall maintain these standards for the term of the agreement.

1. Floor-to-floor time shall be measured from the time a car leaves a floor, travels one floor up or down, and the doors are $\frac{3}{4}$ open.
2. Door times shall be in accordance with current standards.
3. Leveling accuracy under load conditions shall be $\pm \frac{3}{8}$ of an inch.

4. Elevators starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps. Full speed riding shall be without swaying or vibration. Elevator and door operation shall be quiet. Stop made under operation of Emergency Stop Switch shall be more rapid than a routine stop, but not violent.
5. Door pressure shall be maintained below 30 pounds in closing.

Preventive Maintenance

Contractor shall maintain all equipment under this agreement as recommended by manufacturer and required by local laws and ordinances. Contractor will be responsible for proper maintenance of all equipment under this agreement. Omission of any items from these specifications will not relieve Contractor of that responsibility.

Monthly Service

During the monthly service, the technician provided by Contractor shall:

1. Examine, adjust, lubricate, clean, repair and replace pumps, motors, muffler and controller parts, valves, valve magnet coils, valve motors, packing, windings, rotating elements, and all electrical and mechanical parts, as required to provide safe, properly maintained, operable elevators in accordance with manufacturer's recommendations.
2. Clean Brush guide rails and beams, top of cars, bottom of platforms and machine room floors.
3. Remove all accumulated rubbish from the pits.
4. Make all repairs required to restore the elevators to the required level of performance.

Unless contradicted by manufacturer's standard requirements, during the monthly inspection, the technician shall examine, adjust, lubricate, clean, repair and replace the following as required:

Hydraulic: pump, motor, muffler and controller parts, valves, valve magnet coils, valve motors, packing elevators: windings, rotating elements and all electrical and mechanical parts.

Machine: including worn gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake coil, brake linings and components (dumbwaiter only).

Motor: including motor windings, bearings, rotating element, commutators, brushes, and brush holders.

Controller: including relays, resistors, contacts, coils, leads, transformers, timing devices and solid state components.

Dispatching Equipment: including relays, resistors, contacts, coils, leads, transformers, timing devices and solid state equipment.

Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, and transformers.

Car: including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, car guide shoes including roller guides.

Hoistway: including buffers, hoistway and machine room wiring, hoistway door interlocks, hoistway door hanger, gibs and auxiliary closer, emergency lowering devices.

Accessory Equipment: including all accessory elevator equipment installed prior to commencement of this agreement unless excluded in the exception paragraph.

Wire Ropes: renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoisting ropes, and repair or replace conductor cables (dumbwaiter only).

Telephones: lift emergency telephone and verify communications with answering service.

Escalator

Handrail: Handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices and handrails.

Steps: Step tread, step wheels, step chains, step axle bushing, comb plates, floor plates and tracks

Drive Unit: Drive bearings, tension sprocket and upper and lower newel bearings.

Where applicable, technician shall make periodic checks of the group dispatching and supervisory systems and make all necessary tests and adjustments to maintain design standards.

Testing

All testing shall be such as to permit annual licensing by the State of California. This includes performing all safety tests as required by the American Standard Safety Code for elevators, escalators and wheelchair lifts.

Contractor must be present for pressure relief valve testing on elevators in conjunction with the annual Fire alarm test.

Inspections

The City may require all inspections be done in the presence of an assigned Public Works employee.

Routine Repair Response

Contractor will be responsible for fixing breakdowns for all causes, including equipment failure, vandalism and misuse. A technician must be on-site within two business hours of contact from City that repair is required. All work is to be performed during regular working hours (generally between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday), unless prior approval is obtained for overtime repairs.

Prior approval by the Maintenance Superintendent or his designee is required for all repairs made on overtime.

Actual repairs must be approved by the Maintenance Superintendent or his designee, prior to commencement of work. Contractor shall post an "OUT OF SERVICE" sign on all entry points when equipment is closed for service or repairs.

Contractor shall notify Ken Tonkovich at 310/802-5316 or Sean Roberts, at 310/802-5315 immediately of any condition found affecting the safety of passengers or elevator equipment. No equipment will be shut down, rendered inoperable, etc. without his express approval

Emergency Response

Emergencies are defined as situations affecting safe or continuous operation of equipment covered under this agreement or affecting the safety of passengers. A technician must be on-site within one hour of contact from City that an emergency repair is required. When a passenger is trapped in an elevator, response time must be 1 hour, or less. This service is required 24 hours a day, seven days a week, weekends and holidays included.

Pricing

Contractor shall make repairs as required by all equipment under this agreement, including preventive maintenance and all repairs caused by poor preventive maintenance. Contractor shall perform all maintenance and non-maintenance at the prices provided in the agreement. Contractor shall inform the City in advance of repairs not covered under the maintenance agreement and shall provide a written cost estimate. This requirement is waived for emergency repairs, as defined below. No work may begin until the cost estimate has been received and the work approved by the Maintenance Superintendent or his designee. The City reserves the right to obtain competitive quotes for repairs not covered under the maintenance agreement. If Contractor is not consistently the low bidder for these repairs, the City may terminate this agreement.

Travel Time

Contractor will be allowed to charge reasonable travel time for all repairs not covered under the maintenance agreement.

Parts and Supplies

Contractor shall maintain a parts inventory including such items as door operating equipment, armatures, controller switches and parts, solid state units, selector tapes and drives, door hangers, brake magnets, limit switches, rectifiers, and other spare lending and replacement parts deemed necessary for continuity of service. All parts shall be original manufacturer or equal.

Contractor will furnish all lubricants, cleaning supplies and tools necessary to perform the work described in these specifications. Contractor must use lubricants recommended by the equipment manufacturer.

Contractor must have maintenance facilities staffed by trained technicians capable of providing high quality maintenance for the equipment covered by this agreement. The City may inspect the Contractor's facilities to determine adequacy.

Annual Safety Inspection

Contractor must conduct an annual safety inspection of all equipment covered under this agreement when State inspector conducts inspections. The cost for this inspection must be included in the monthly maintenance rate.

After each annual inspection, Contractor shall provide an Elevator Inspection Report for each unit.

The report must contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards and safety, and substandard maintenance.

The report must include cost and lead-time for all necessary repairs. This report must be given to the Maintenance Superintendent or his designee within ten working days of the inspection. Failure to adhere to these requirements will result in termination of the agreement.

Technicians shall record all inspections on the inspection log posted in the machine room. Contractor must notify the Maintenance Superintendent or his designee if an inspection log is not posted in the machine room.

State Inspection

Contractor will make all repairs indicated in State inspection reports within thirty days of notice of State inspection with prior approval by the City. Contractor must provide a quote for these repairs for each unit before beginning work.

Contractor's technician must be present at all State of California inspections. All costs for these services must be included in the monthly maintenance fee. Contractor must maintain a history of inspections performed by the State for all equipment on this agreement.

The weekly state inspection for wheelchair lifts will be handled in-house and are not part of this agreement. Contractor's technician must be present for any other state mandated inspections.

Pricing Escalation

Contractor shall provide services at the rates set forth on the attached Fee Schedule (Exhibit B). Prices shall remain firm for the initial 12 month period of the agreement. Prices may be adjusted annually by an amount not to exceed the Consumer Price Index (CPI) for the prior 12-month period. Prices shall then remain firm for the following 12 month period. Under no circumstances will adjustments in the fees exceed three percent (3%) per additional period. Contractor shall notify the City in writing thirty days prior to any proposed price increase. All price increases must be justified with evidence of the increased costs borne by Contractor.

Permits

It shall be the responsibility of Contractor to notify Maintenance Superintendent or his designee upon the lapse of any and all "Permits to Operate an Elevator" for those elevators included in this agreement.

Records

Contractor shall keep all work schedules on display in the respective elevator equipment rooms. Technicians must complete the schedule when he/she works on equipment. The schedules will be maintained throughout the year and used as a guide and checklist.

Contractor shall maintain an accurate and complete log of all work performed and all routine inspections for each piece of equipment covered under this agreement. The log shall include reason for service, date, length of time spent, technician's name, and resolution.

Contractor shall maintain an as-built record of all system modifications. This record shall be delivered to the City at the end of the agreement. Final payment will be withheld until these records and prints are received and verified by the City. All records must be provided upon request of the Maintenance Superintendent or his designee.

Reports

Upon request, Contractor must provide a report of items purchased by the City for the previous six months. This report will be in order of most frequently ordered items to the least frequently ordered items. The following information must be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

Ad-hoc reports must be available upon request by the Public Works Department personnel.

Licenses

Contractor must hold all required licenses and permits required to perform this work in accordance with Federal, City and local requirements and shall be responsible for all fees resulting there from.

Safety

Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Contractor shall provide proof of compliance, if requested by the City. Contractor shall be responsible for compliance with all applicable Federal, State, and local safety regulations including any confined space requirements.

Warranty

Contractor warrants that the work, including equipment and materials, shall conform to professional standards of care and practice in effect at the time the work is performed. Work shall be of the highest quality, and be free from all faults, defects, or errors. Whenever required by the specifications of the RFP, Contractor warrants that all equipment and materials provided shall be new. Contractor shall warrant all labor and materials for a period of one (1) year from completion of work. Contractor shall correct such fault, defect, or error, at no additional cost to the City. If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contractor shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this agreement.

EXHIBIT B
Fee Schedulee

LOCATION	Address	Monthly maintenance	5-year load test
Elevators			
City Hall (#061229) – [Montgomery]	1400 Highland Ave	250	\$1,800
Lot M (#132803) [Schindler]	1220 Morningside Dr.	250	\$1,800
Civic Ctr. Plaza (#143842) [Mitsubishi Electric]	1400 Highland Ave	250	\$1,800
Public Safety Facility (#143841) [Mitsubishi Electric]	400/420 15th St	250	\$1,800
Escalators [Schindler]			
Lot M (#143529)		400	
Lot M (#143530)	1220 Morningside Dr	400	
Lot M (#143566)	1220 Morningside Dr	400	
Lot M (#143567)	1220 Morningside Dr	400	
	1220 Morningside Dr		
Wheelchair lifts*			
Joslyn Center (#163072) [Porch]	1601 Valley Dr	80	
Marine Complex (#121864) [Accessibility Equipment Manufacturers Assoc]	1801 Marine Ave	80	
City Hall (#144972) [Porch]	1400 Highland Ave	80	
Pier at Round House	100 Manhattan Beach Blvd	80	

(# Conveyance) and [Manufacturer]

Total \$2,920.00

*weekly service in-house, all other intervals completed by contractor

What is the mark-up on parts and/or supplies?		15%	
Describe all the other fees the City will be charged for these services.		n/a	
Provide regular time and overtime hourly rates for additional services not included in the maintenance agreement		260/hr regular time	465/hr overtime
Include title with corresponding hourly rate		Regular Time	Overtime
DIR Registration Number	1000007601		
Name of Company: Amtech Elevator Services		Address: 12921 166th Street Cerritos CA 90703	
Contact: Michael Lo	Email: michael.lo@amtechelevator.com	Phone: 714-420-3285	

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Exhibit is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.