

CITY OF COSTA MESA
Maintenance Services Division
INTEROFFICE MEMORANDUM

TO: City Clerk's Office
FROM: Marian Stueve, Administrative Secretary
DATE: March 26, 2013
SUBJECT: Elevator Maintenance and Repairs Agreement

Please find attached an original executed agreement between the City of Costa Mesa and Amtech Elevator Services for your retention.

Thank you.



Full Service Elevator, Escalator, Chairlift and Platform Lift Service and Maintenance
Executive Summary

Lead Agency: Metro Nashville, TN
RFP Issued: October 8, 2010
Date Open: November 11, 2010

Solicitation: RFP 10-23
Pre-Proposal Date: October 22, 2010
Proposals Received: 3

Awarded to: **OTIS**

The Metropolitan Government of Nashville and Davidson County, TN Procurement Department issued RFP 10-23 on October 8, 2010 to establish a national cooperative contract for full-service elevator, escalator, chairlift, and platform lift service and maintenance.

Notice of the solicitation was advertised in the following:

- Metro Nashville Procurement website
- Hawaii Tribune-Herald, HI
- Daily Journal of Commerce, OR
- The News Tribune, WA
- The State, SC
- National IPA website

On November 11, 2010 proposals were received from the following offerors:

Otis Elevator Company
Thyssenkrup Elevator
Kone Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP the committee invited all firms to participate in interviews. Following the interviews a request for revised offer was sent to the offerors.

The evaluation committee evaluated revised offers. Based on revised offers, interviews and relative strengths and weaknesses of each proposal, the committee requested a best and final offer from Otis Elevator Company. After evaluation of the best and final offer from Otis Elevator Company, the committee recommended entering negotiations with the intent to award the contract to Otis Elevator Company.

Metro Nashville, National IPA, and Otis Elevator Company successfully negotiated a contract with execution on July 27, 2011 with a contract effective date of July 27, 2011.

OTIS

NOTE: Otis' wholly-owned subsidiaries (i.e. AMTECH Elevator Services, Delta Beckwith Elevator Company, United Elevator Company) are also included in the award as providers of full scope maintenance service under the contract.

Contract includes: Full service elevator, escalator, chairlift and platform lift maintenance and repair

Term:

Five year agreement from July 27, 2011 through July 26, 2016.

Pricing/Discount:

Discounts and value added solutions on a comprehensive program unique to the needs and requirements of each individual agency for elevator and escalator service.

PLEASE NOTE: Due to the uniqueness of each agency's needs, participants must work with their local Otis teams to determine the appropriate program for their particular maintenance requirements.

Program pricing is based on a variety of factors including, but not limited to:

- Type of equipment (relay vs. microprocessor)
- Age, model, and condition of existing equipment
- Actual rise and number of openings
- Resident mechanic, route structure, fixed labor requirements, overtime requirements
- Equipment usage
- Building specific requirements
- Outdoor elevator/escalator pricing dependent on conditions and waterproof protection

Otis Elevator will conduct a thorough site survey to establish each specific agency's requirements. There is no cost associated with the site survey and the resulting report.

Otis Elevator Pricing

The Metro Government of Nashville & Davidson County, TN awarded a cooperative purchasing agreement to Otis Elevator Company for elevator, escalator maintenance and repair.

Participating agencies may contract with Otis Elevator and receive discounts and value added solutions on a comprehensive program unique to their needs and requirements from the world's leading provider of elevator and escalator service.

PLEASE NOTE: Due to the uniqueness of each agency's needs, participants must work with their local Otis teams to determine the appropriate program for their particular maintenance requirements.

Program pricing is based on a variety of factors including, but not limited to:

- Type of equipment (relay vs. microprocessor)
- Age, model, and condition of existing equipment
- Actual rise and number of openings
- Resident mechanic, route structure, fixed labor requirements, overtime requirements
- Equipment usage
- Building specific requirements
- Outdoor elevator/escalator pricing dependent on conditions and waterproof protection

Otis Elevator will conduct a thorough site survey to establish each specific agency's requirements. There is no cost associated with the site survey and the resulting report.

Otis has approximately 400 local branch offices across the country to work with National IPA participating agencies.

Participating agencies will also benefit from the following value adds in the awarded agreement:

- Otis Maintenance Management System (OMMS) based on usage tailored to your specific buildings
- Remote Elevator Monitoring (REM) for fast and accurate diagnostics 24 hours a day
- Otis eService for immediate access to monitor performance via the internet for all customers
- Specialized reporting per site needs
- Quality Assurance Plan
- Education and training on a continuing basis for all field personnel
- Internationally recognized "Green" initiatives with Gen2 Elevator and other energy savings programs and equipment
- Comprehensive parts inventory in all locations
- Otis Service Center offering 24 hour delivery of needed material
- Otis Remote Online Expert (ROLE) ensuring all mechanics have engineering access
- 24/7 response, owned & operated by Otis through our OtisLine call center
- Local and national training customized for each agency based on equipment in your buildings
- Full modernization capabilities at your service as needed for budgeting and latest technology upgrades

<p>NAES Acquisition Corporation dba</p> <p>AMTECH Elevator Services</p> <p>ACKNOWLEDGMENT</p>	Contract Number
	Your Order Number
<p>Thank you for your order</p> <p>Please refer to our contract number in all correspondence. Address all inquiries to:</p> <p>Amtech Elevator Services 1550 S. Sunkist Street, Suite A Anaheim, CA 92806 Attention: Jose Alvarez</p>	Date Acknowledged 2-21-2013
	Sold To: CITY OF COSTA MESA 77 FAIR DRIVE COSTA MESA, CA 92628
	Job Location CITY OF COSTA MESA 77 FAIR DRIVE COSTA MESA, CA 92628

Thank you for allowing us the opportunity to do business with your company. Enclosed are two signed copies of our Agreement with you dated February 21, 2013. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

4.2. TERMINATION

Amtech does not agree to termination for convenience purposes. The Customer may, by written notice to Amtech, terminate this Contract if Amtech fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

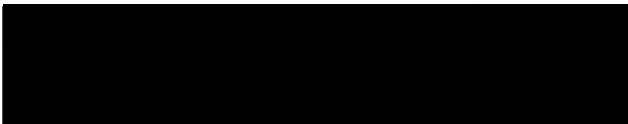
5.0. INSURANCE

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

6.9. INDEMNIFICATION

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

We want to take this opportunity to thank you for this order.
AMTECH ELEVATOR COMPANY



**PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this 25th day of March, 2013 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Amtech Elevator Services, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, on October 8, 2010 the Metropolitan Government of Nashville and Davidson County, Tennessee, issued a Request for Proposal ("RFP") to establish a national cooperative contract for the provision of full-service elevator, escalator, chairlift, and platform lift service and maintenance; and

B. WHEREAS, pursuant to that RFP, Consultant entered into a contract with the Metropolitan Government of Nashville and Davidson County on June 21, 2011 for the provision of said elevator, escalator, chairlift, and platform lift service and maintenance; and

C. WHEREAS, as authorized by California law, City desires to piggyback upon the aforementioned contract and utilize the services of Consultant as an independent contractor for elevator maintenance as more fully described in Consultant's Proposals attached as Exhibit "A"; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal #ALV120821231906A ("Proposal") a copy of which is attached hereto as Exhibit "A".

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions,

communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Clerk or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit "A" and in accordance with this agreement, City shall pay Consultant the amounts specified in Exhibit "A" but not to exceed \$10,296.00 per year.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Approved additional services shall be compensated at the rates specified in Exhibit "A".

2.3. Method of Billing. Consultant may submit invoices to City for approval on a progress basis, but no more often than four times a year. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction as of the date the invoice is created. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date services were provided.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months ending on MARCH 25TH 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to 3 term periods of 1 year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Amtech Elevator Services
1550 S. Sunkist Street, Suite A
Anaheim, CA 92806

Tel: (714) 939-6516
Fax: (860) 660-9892
Attn: Jose Alvarez

IF TO CITY:

City of Costa Mesa
77 Fair Drive
PO Box 1200
Costa Mesa, CA 92627-1200

Tel: 714-754-5156
Fax: 714-754-5330
Attn: City Clerk

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized

subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall 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. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation



Thomas Hatch, CEO, City of Costa Mesa

Date: 3/25/13



E...ces Director

Date: 3.21.13

CONSULTANT

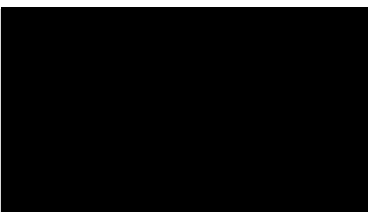


Branch Manager

Date: 2-21-13

Social Security or Taxpayer ID Number

THE UNDERSIGNED HAS BEEN GRANTED
SPECIFIC AUTHORITY ONLY TO SIGN
THIS CONTRACT SUBJECT TO THE
ACKNOWLEDGEMENT LETTER DATED
2-21-13 ATTACHED HERETO AND
MADE PART HEREOF



M:

Date: 03/21/13

APPROVED AS TO INSURANCE:

 _____
R

Date: 3-18-13

APPROVED AS TO CONTENT:

 _____
ices Manager
Project Manager

Date: 2/15/13

EXHIBIT A
CONSULTANT'S PROPOSAL



MASTER MAINTENANCE AGREEMENT

DATE: 11/1/2012

TO:
 City Hall of Costa Mesa
 Attention: Accounts Payable-City Hall, Police Dept., Senior
 Center
 P.O. Box 1200
 Costa Mesa, CA 92628

FROM:
 AMTECH ELEVATOR SERVICES
 1550 S Sunkist Street
 Suite A
 Anaheim, CA 92806

EQUIPMENT LOCATION:

77 FAIR DRIVE
 77 FAIR DRIVE
 COSTA MESA, CA 92628

Jose Alvarez
 Phone: (714) 939-6516
 Fax: (860) 660-9892

PROPOSAL NUMBER: ALV120821231906A

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
2	Montgomery	GEARED	045172, 045196
1	OTIS	HYDRO	107209
1	OTIS	HYDRO	103268

AMTECH SERVICE

We propose to furnish AMTECH Service on the equipment ("Units") described above. All work will be performed during our regular working hours of our regular working days, unless otherwise specified in this Agreement.

MAINTENANCE INCLUDES:

We will use reasonable care to maintain your equipment using trained personnel. We will regularly and systematically examine, clean, lubricate, adjust and if in our opinion conditions warrant, unless specifically excluded under the proration provision, repair or replace the following:

Machine: Worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

Motor: Windings, bearings, rotating element, commutators, brushes and brush holders.

Motor Generator: Windings, bearings, rotating element, commutators, brushes and brush holders.

Hydraulic: Pump Unit, valves and motors, jack unit except underground cylinders and piping.

Controller: Dispatching and power equipment, selectors, all relays, solid state components, computer components, transformers, chokes and filters.

Dispatching Equipment: All relays, resistors, contacts, coils, leads, fuses, transformer, timing devices and solid-state components.

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

Governor: Sheave, bearings, shafts, contacts and governor jaws.

Hoistway Equipment: Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.

Structural Car Frame: Safeties, guide shoes.

Power Door Operator: Car and hoistway door hanger tracks and rollers, car opening protective devices, door auxiliary closer, door gibs and door interlocks.

Fixtures: Call and hall operating buttons, contacts and signal bulbs. Replacement of signal fixture bulbs is to be performed during regular examinations or otherwise be billed separately at AMTECH's standard billing rates.

Furnish Lubricants and Hydraulic Fluid.

Safety Devices: will be periodically examined.

Wire Rope Cables: will be renewed as often as necessary to maintain an adequate factor of safety. We will equalize the tension on all hoist cables.

SERVICE PROVIDED

We will examine, adjust, clean and lubricate the equipment as set forth above.

Prompt response to all emergency callbacks during regular working hours, Monday through Friday, except holidays, recognized now and hereafter by the local elevator union.

Covered repairs will be performed only during regular working hours.

We will maintain for each unit a record of all examinations, callbacks and repairs.

OVERTIME CALLBACK SERVICE

On Callbacks outside of regular working hours AMTECH ELEVATOR SERVICES will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time and expenses.

MAINTENANCE DOES NOT INCLUDE:

Refinishing, repairs to, or replacement of elevator car enclosures (including removable panels), car gates, plenum chambers, hung ceiling, handrails, mirrors, light diffusers, fixtures and bulbs, emergency lighting including battery, car sill(s), car flooring and platform.

Hoistway enclosure, including hoistway door panels, frames, sills, fascia, hoistway gates, and hoistway cleaning.

Signal fixture and operating station cover plates or plastic inserts. Braille and tactile plates. Telephones or communication systems, Key mortise cylinders, instruction or warning signs in connection with the use of the equipment by passengers.

Electric power supplies for equipment operation including signals and lighting; power switches, circuit breakers, or fuses and feeders to the controllers. Emergency power systems, mainline shunt trips and emergency power transfer switches.

Telephones installed by others, smoke and heat detectors with related wiring and annunciation panels, air conditioners or cooling systems, heating systems, cad key or touch pads, intercom, music or security systems, computer devices, keyboards, or display units.

Failure of hydraulic jack unit, buried or unexposed pipe or conduit from any cause including, but not limited to, corrosion or electrolysis.

It is mutually agreed that all repairs and replacements covered by this Agreement are limited to those necessitated by normal wear and tear, and that we shall not be required to replace or repair equipment by reasons of negligence or misuse by others or for any cause beyond our control; including but not limited to incorrect use of key switches, damages to the equipment by acts of God, forces or elements or changes in the normal environment and/or operating conditions. We shall not be required to alter existing equipment, or make replacements of obsolete or discontinued parts or parts of changed design whether recommended by you or directed by insurance companies, consultants, third party audits or any governmental authority.

Unless provided elsewhere in this Agreement, any step/skirt performance index test or modifications, replacements or repair necessary to meet the performance index on your escalators that are required by applicable laws are not included in this Agreement.

Unless provided for elsewhere in this Agreement, any periodic safety tests required by applicable laws or codes are not included under this Agreement, but will be performed by us upon request from you and will be billed at our regular billing rates. We shall not be responsible for any inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract,

AMTECH ELEVATOR SERVICES may cancel this Contract by providing thirty (30) days written notice.

If the equipment has firefighter's service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors. If during the initial firefighter's service test any elevator firefighter's service is found to be inoperable, the building is responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

Cleaning, adjustments, parts and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by you, shall be performed at our regular billing rates for material and labor including travel time and expenses.

PARTS INVENTORY AND LUBRICANTS

We will maintain a supply of frequently used replacement parts and lubricants required for routine maintenance. Replacement parts furnished under this Agreement will be original equipment manufactured or parts specifically selected by us for use on this equipment. All replacement parts will be new or refurbished to our standards. In the event the Agreement is terminated for any reason whatsoever, you agree to provide us access to the premises where the equipment is located to allow us to remove any spare parts or tools stored there by us.

OPERATIONAL CHARACTERISTICS

We will maintain optimal operational characteristics of your equipment including, door operation, car speed floor leveling, and ride quality as determined by the original equipment design, age of equipment and building use type.

PRORATIONS, EXCLUSIONS

If a Prorations/Exclusions Addendum is attached, the items listed on that Addendum show considerable wear and will have to be replaced or repaired in the near future. These items are subject to limited or no coverage as provided for in the Addendum.

YOUR OBLIGATIONS

It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes, but is not limited to; advising, warning and/or instructing passengers in the proper use of the equipment.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F to 90 degree F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. You agree to provide a safe work place for our personnel and to remove any hazardous materials in accordance with applicable laws and regulations. You agree to restrict access to the equipment to only our authorized personnel. During the term of this Agreement, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment.

You are responsible to secure our right to use any special service tools, manuals and technical support required to maintain your equipment. These tools must be provided prior to us beginning maintenance on such equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you, shall immediately notify us. In the event of an accident, we shall be notified in writing within 24 hours of the incident. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use of the Unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting therefrom.

TERMS AND CONDITIONS

You will indemnify and hold us harmless for losses due to personal injury or property damage to the extent caused by your negligent acts or omissions.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited

to, acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party they shall be paid for by you.

While this Agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising therefrom.

Any purchase order issued by you in connection with this Agreement are deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this Agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.

In the event of sale, lease or other transfer of the equipment, or the premises in which they are located, or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement term. Should you fail to do this, you will be liable for the full unpaid balance due for the unexpired term of the Agreement. We may at our sole discretion, terminate this Agreement with any such successor at any time upon thirty (30) days written notice. The Agreement monthly price is a unit amount for the entire Agreement period subject to interest and escalation adjustments.

Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may, at our option, declare all sums due or to become due for the unexpired term, immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the Agreement.

It is expressly agreed that the payment of all sums due hereunder, is a condition precedent to the rendering of service. We reserve, at our option, the right to suspend or curtail service until all payments due are made.

This Agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon, offer modification to the Agreement to remedy the situation. In the event we cannot agree on a revised Agreement, either party shall have the right to terminate this Agreement upon expiration of ninety (90) days from the above notice.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SPECIAL PROVISIONS

Full Maintenance Contract

Parts & Labor Included

This service contract includes:

2 units at City Hall

1 unit at the Police Department

1 unit at the Senior Center

Billable Rate*

Should there be service performed for work not covered under the contract, Amtech Elevator Services billable rate is:

Straight Time Man Hr: \$294.00 per Hour (Mon-Fri 8am-4:30pm)

Over-time (1.7) Man Hr: \$500.00 per Hour (Mon-Fri after 4:30pm & Saturday all day)

Over-time (1.7) Differential: \$206.00 per Hour

Double-time (2.0) Man Hour: \$588.00 per Hour (Sunday & Holidays)

Double-time (2.0) Differential: \$294.00 per Hour

* Billable rate is subject to change without notice.

Rust and Corrosion (Clarification)

Repairs and/or replacement of elevator components due to rust and/or corrosion is not covered under this contract.

Firefighters' Service Test

For elevator Units provided with firefighters' service, we will perform a monthly test of the firefighters' service feature and keep a written record of the findings.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Our price to perform the services as outlined in this agreement is **\$6,960.00 Dollars (Six thousand nine hundred sixty dollars) per year**, to be billed quarterly in advance at a rate of **\$1,740.00 Dollars (One thousand seven hundred forty dollars)**.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the date of any labor rate adjustment under AMTECH ELEVATOR SERVICES contract with the respective collective bargaining agreement to reflect increases or decreases in material and labor cost.

MATERIAL

TEN Percentage (10%) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 8-1-2012 which was 215.50

LABOR

NINETY Percentage (90%) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the collective bargaining agreement. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 11/01/2012.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PAYMENTS

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

If payments are not made in accordance with the terms of this contract, when due, we may elect to cancel this contract at will and shall not be liable for any acts or omissions following any such failure to make payment, whether election is made to cancel the contract or not. Upon receiving payment of arrears we may, at our option continue to render services hereunder, but such continuance shall not constitute a waiver of any of our rights because of such default. Invoices will be deemed acceptable unless we receive from the purchaser specific written objection within 10 days from the invoice date.

In addition to any other remedies we may have, in the event that THE PURCHASER cancels this contract prior to its expiration, THE PURCHASER shall pay as liquidated damages (NOT AS PENALTY) 33% of the monthly agreement price as adjusted per the adjustment clause herein at the time of the premature cancellation, for the number of months remaining between the cancellation date and the agreement termination date.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of AMTECH. Further, any manual changes to this form will not be effective as to AMTECH unless initialed in the margin by an authorized representative of AMTECH

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Jose A. Alvarez

Title: Account Executive

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: John Aguilar

Title: _____

E-mail: john.aguilar@costamesaca.gov

Name of Company: City Hall of Costa Mesa

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

AMTECH ELEVATOR SERVICES

Approved by Authorized Representative

Date: 2/21/12

Signed: _____

Print Name: _____

Title: _____

THE UNDERSIGNED HAS BEEN GRANTED SPECIFIC AUTHORITY ONLY TO SIGN THIS CONTRACT SUBJECT TO THE ACKNOWLEDGEMENT LETTER DATED 2-21-12 ATTACHED HERETO AND MADE PART HEREOF

MASTER MAINTENANCE AGREEMENT

Attachments

The Special Provision Attachments checked below are included and made part of this contract:

Attachment "A"	Prorations / Exclusions Addendum	Attachment "F"	Miscellaneous Provisions
Attachment "B"	Governmental Required Safety Inspections Addendum	Attachment "G"	Hydraulic Cylinder Warning
Attachment "C"	Pre-Maintenance Repairs Addendum	Attachment "H"	Fire Test Option
Attachment "D"	Advance Payment Option	Attachment "I"	Notice to Cure
Attachment "E"	Extended Term Option		

MASTER MAINTENANCE AGREEMENT

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 20 CHURCH STREET HARTFORD, CT 06103	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B :The Insurance Company of the State of Pennsylvania</td> <td>19429</td> </tr> <tr> <td>INSURER C :Illinois National Insurance Co.</td> <td>23817</td> </tr> <tr> <td>INSURER D :National Union Fire Insurance Company of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER E :New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Hartford Fire Insurance Company	19682	INSURER B :The Insurance Company of the State of Pennsylvania	19429	INSURER C :Illinois National Insurance Co.	23817	INSURER D :National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER E :New Hampshire Insurance Company	23841	INSURER F :
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INSURED AMTECH ELEVATOR SERVICES 1850 S. SUNKIST ST., SUITE A ANAHEIM, CA 92806														

COVERAGES **CERTIFICATE NUMBER:** T79MKY74 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		02CSET10004 \$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		02CSET10000 (A/C) 02CSET10019 (H) Hartford Underwriters Ins	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B C D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	CA-019736909 FL-019736910 CT WC(SIR 2.5MM)EX COV-1192493 NJ-019736911, MULTI-019736912 MULTI-019736913 MN-019736914, MA-01973619	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUS TOBLY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 401, Additional Remarks Schedule, if more space is required)
 This certificate only applies to Costa Mesa Civic Center Complex, 77 and 99 Fair Drive, Costa Mesa, CA 92628, Senior Center, 695 W 19th Street, Costa Mesa, CA. The City of Costa Mesa and it's elected and appointed boards, officers, agents and employees are additional insured with respect to this subject projects and contract with the City are additional insured with respect to this subject project and contract with the City on the above Commercial General Liability to extent required by contract. The coverage afforded is primary and non-contributory and includes a waiver of subrogation both to the extent required by contract. REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S), ENDORSEMENT IH 03 13 06 11 (COPIES ATTACHED) APPLIES TO AUTO AND GENERAL LIABILITY POLICIES.

contract number: DVB-06587

CERTIFICATE HOLDER City of Costa Mesa P. O. Box 1200 Costa Mesa, CA 92628	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____
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Policy Number: [REDACTED]

Effective Date: 04/01/2012



Named Insured and Address: UNITED TECHNOLOGIES CORPORATION
ONE FINANCIAL PLAZA
HARTFORD, CT 06101

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE POLICY

SCHEDULE

Name of Person or Organization: CONTRACT NO: DVB-08587

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICER, AGENTS AND EMPLOYEES

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

For the purpose of this endorsement, "you" shall refer to Otis Elevator Company d/b/a Amtech Elevator Services, and "your work" shall mean work performed by or for Otis Elevator Company d/b/a Amtech Elevator Services.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION -
PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED
BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE POLICY

- A.** The amended **Other Insurance** condition in Paragraph **B.** below applies only to persons or organizations qualifying as additional insureds under this policy, subject to all other applicable terms and conditions not modified by this endorsement.

As respects any person or organization qualifying as a Named Insured under this policy, the **Other Insurance** condition is not amended and continues to apply on an excess basis.

- B.** With respect to insurance provided to persons or organizations described in Paragraph **A.** above, the **Other Insurance** condition in the **Conditions** Section is replaced by the following:

Other Insurance

1. Primary Other Insurance

If you have agreed in a written contract or written agreement to provide primary insurance to the additional insured, then this insurance will be primary. Additionally, to the extent that you have agreed with an additional insured that this insurance shall apply on a non-contributory basis with other insurance available to that additional insured, we will not seek contribution from such additional insured's other insurance.

This provision does not apply to other insurance to which such additional insured has been added as an additional insured.

If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **2.** below.

2. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2012 forms a part of Policy No. WC 019-73-6909

Issued to UNITED TECHNOLOGIES CORPORATION

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Premium: INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Your must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional Premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

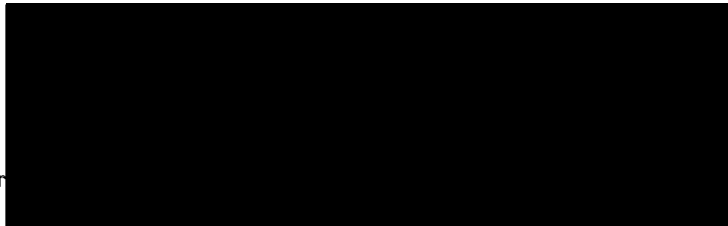
Person or Organization

Job Description

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

WC 04 03 06
(Ed. 04/84)

Countersign



EXCERPTED FROM:

Policy Number: 02CSET10000

Effective Date: 04/01/2012



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

EXCERPTED FROM:

Policy Number: 02CSET10004

Effective Date: 04/01/2012



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is canceled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is canceled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of Insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.