

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1  
(ID # 17074)

**MEETING DATE:**

Tuesday, June 14, 2022

**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Approve and Accept Lowest Bid for Elevator Replacement at the Housing Authority of the County of Riverside's Main Office Building Located at 5555 Arlington Avenue in Riverside Submitted by Amtech Elevator Services, Inc., and Ratify and Approve the Elevator Renovation Contract Between the Housing Authority of the County of Riverside and Amtech Elevator Services, Inc., District 2. [\$160,435 Housing Authority Operating Funds 100%]; CEQA and NEPA Exempt.

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061 General Rule "Common Sense" Exemption;
2. Find that the project is a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969;

Continued on page 2

**ACTION:**Policy, CIP



Heidi Marshall, Director of Housing, Homelessness Prevention

10/4/2021

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**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Commissioner Spiegel, seconded by Commissioner Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, and Washington  
Nays: None  
Absent: Perez and Hewitt  
Date: June 14, 2022  
xc: Housing Authority

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Commissioners:

3. Accept the lowest bid by Amtech Elevator Services, Inc. and award the Renovation Contract as the lowest responsive and responsible bidder in the amount of \$145,850 for replacement of the elevator inside the Housing Authority of the County of Riverside (HACR) Main Office located at 5555 Arlington Avenue, Riverside, CA 92504;
4. Ratify and approve the Elevator Renovation Contract between HACR and Amtech Elevator Services, Inc. for the Elevator Replacement Project at HACR Main Office (Renovation Contract) and the total construction project budget of \$160,435;
5. Authorize the Executive Director of HACR, or designee, to sign the Renovation Contract on behalf of HACR;
6. Authorize the Executive Director, or designee, to take all necessary steps to implement and accomplish the Renovation Contract, including but not limited to, signing all administrative documents, change orders and addendums to the Renovation Contract to facilitate successful completion of the project, subject to approval as to form by County Counsel; and
7. Direct HACR staff to file the Notice of Exemption with the County Clerk within five (5) business days of approval.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$160,435	\$0	\$160,435	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Housing Authority Operating Funds 100%			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 2021/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the office building known as the HACR Main Office (Property) located at 5555 Arlington Avenue, Riverside, CA 92504. Originally built on this site in 1966, the Property's elevator is the original installed unit and now requires replacement and upgrading to bring it up to current fire, safety and ADA code compliance. The proposed project will completely remove and replace the old hydraulic cylinder and all of the important mechanical and electrical components of the system.

The HACR advertised an Invitation for Bids (IFB) No. 2021-002 for the elevator replacement project at the Property with a closing deadline of August 12, 2021. The HACR received and

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opened two bids. Amtech Elevator Services, Inc. was the lowest bidder that responded to the solicitation that was identified as both responsible and responsive.

HACR staff recommends that the Board of Commissioners approve and award the Renovation Contract between the HACR and Amtech Elevator Services, Inc. in the amount of \$145,850 and approve the construction project budget as follows:

Construction Contract	\$145,850
Contingency (10%)	\$14,585
<b>Total:</b>	<b>\$160,435</b>

A 10% construction contingency in the amount of \$14,585 has been included in the project budget to account for errors and omissions in the construction documents or changes in the scope of the project due to unforeseen repairs or site conditions.

HACR staff reviewed the submitted bid and determined that Amtech Elevator Services, Inc. was the lowest responsive and responsible bidder. County Counsel has reviewed the Renovation Contract and has approved it as to form.

**California Environmental Quality Act (CEQA) Findings:**

This project will replace the old existing elevator with completely new elevator lifting components on the same site, within the confines of the Property. The project is exempt from CEQA pursuant to Section 15301 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the replacement of the existing elevator mechanicals and electronics. There will be no expansion of the existing use of the Property, which is currently commercial use. Additionally, the project is exempt from CEQA pursuant to Section 15061 as there is no possibility the elevator replacement project will have a significant impact on the environment. Finally, this project is also categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969.

**Impact on Residents and Businesses**

Approving this item will have a positive impact on the citizens and businesses of Riverside. The proposed project is expected to generate temporary construction jobs. Additionally, the replacement will protect HACR workers and clients, keeping them safe and allowing for disabled persons to access the second floor of the building. This improvement will positively impact the overall health of workers and clients.

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**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund; the County's contribution to the project will be fully funded from HACR'S Operating Funds.

**Contract History and Price Reasonableness**

The HACR advertised an Invitation for Bids (IFB) No. 2021-002 with a closing deadline date of August 12, 2021. Amtech Elevator Services, Inc. was the lowest bidder and was found to be responsive and responsible. The cost proposed by the lowest bidder at \$145,850 compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable. Staff reviewed the submitted bid and determined that Amtech Elevator Services, Inc. was the lowest responsive and responsible bidder.

**Attachments:**

- Construction Contract (3)
- Payment Bond and Performance Bond
- Notice of Exemption
- Insurance Documents with Endorsements

  
Brinnia Lontajo, Principal Management Analyst 6/9/2022

  
Cynthia M. Guarez, Chief Deputy County Counsel 5/19/2022



1 **ELEVATOR RENOVATION CONTRACT**

2 **BY AND BETWEEN**

3 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

4 **AND AMTECH ELEVATOR SERVICES, INC.**

5 **FOR**

6 **THE ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

7 This Elevator Renovation Contract ("Contract") is made by and between the **Housing Authority of the**  
8 **County of Riverside**, a public entity, corporate and politic, hereinafter referred to as "AUTHORITY", or  
9 "HACR", and **Amtech Elevator Services, Inc.**, a California corporation, hereinafter referred to as  
10 "CONTRACTOR". AUTHORITY and CONTRACTOR are collectively referred to herein as the  
11 "Parties".

12 **RECITALS**

- 13 A. This Contract pertains to that certain real property owned by AUTHORITY located at  
14 5555 Arlington Avenue, Riverside, CA 92504, in the County of Riverside, hereinafter  
15 referred to as the "Property";
- 16 B. The term "PROJECT" includes the performance, as set forth in the Contract Documents  
17 (defined in Section 1.1. below), by CONTRACTOR, of all work or improvements on, in  
18 and about the Property; and
- 19 C. AUTHORITY desires that CONTRACTOR complete the PROJECT on the terms and  
20 conditions hereinafter set forth, and CONTRACTOR agrees to perform the work to  
21 complete said PROJECT on the terms and conditions set forth below.

22 NOW, THEREFORE, AUTHORITY and CONTRACTOR, for the consideration set forth herein,  
23 mutually agree as follows:

24  
25 **ARTICLE 1**

26 **THE ELEVATOR RENOVATION CONTRACT**

1 1.1 The Contract Documents means and includes, without limitation, all of the following which are  
2 incorporated herein by this reference and are made a part of this Contract as if fully set forth herein. The  
3 Contract Documents consist of the following component parts:

4 1.1.1 The Standard Requirements, attached hereto as Exhibit A and incorporated herein by this  
5 reference;

6 1.1.2 CONTRACTOR'S Quote submitted to AUTHORITY on August 12th, 2021, attached hereto  
7 as Exhibit B and incorporated herein by this reference;

8 1.1.3 The Scope of Work, attached hereto as Exhibit C and incorporated herein by this reference;

9 1.1.4 HUD Form 50071 attached hereto as Exhibit E and incorporated herein by this reference;

10 1.1.5 The Amtech Acknowledgment Letter, attached hereto as Exhibit D and incorporated herein  
11 by this reference; and

12 1.1.6 State of California Prevailing Wage for Elevator Helper and Mechanic, attached hereto as  
13 Exhibit F and incorporated herein by this reference, per SC-62-X-999-2021-1 is \$41.52 and  
14 \$59.32 respectively.

## 15 16 ARTICLE 2

### 17 STATEMENT OF PROJECT WORK

#### 18 2.1 Scope of Work

19 CONTRACTOR shall furnish all labor, material, equipment, and services and perform and complete all  
20 work for the PROJECT identified as the **Elevator Replacement Project at the HACR Main Office**, for  
21 AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

22 2.1.1. The full Scope of Work is described in the Contract Documents and more specifically  
23 in Exhibit A and Exhibit C, as well as in the approved plans and specifications.

24 2.1.2 All such work shall be done in strict accordance with the Contract, specifications, and  
25 addenda thereto and the plans and drawings included therein all as prepared by  
26 AUTHORITY.

#### 27 2.2 Site Conditions

1 Data provided in the specifications and drawings are believed to depict the conditions to be encountered by  
2 CONTRACTOR, but AUTHORITY does not guarantee such data as being all-inclusive or complete in  
3 every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all  
4 investigations he/she may deem necessary to apprise him/herself of the work. CONTRACTOR'S  
5 submission of its bid and execution of the Contract constitutes its representation, acknowledgement and  
6 agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful  
7 and thorough examination, to its satisfaction of: the Contract Documents, and other information provided  
8 by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements; the visible  
9 conditions at the site and its surroundings, visible conditions of existing improvements and their existing  
10 uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently  
11 under construction; and all information concerning visible and concealed conditions above and below the  
12 surface of the ground at the site and in existing improvements, including without limitation, surveys, reports,  
13 data, as-built drawings of existing improvements and utility sources, that was either provided by  
14 AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public  
15 records.

### 17 ARTICLE 3

#### 18 TIME OF COMMENCEMENT AND COMPLETION

##### 19 3.1 Time for Completion

20 The work, to be performed under this Contract shall commence within ten (10) days after a Notice to  
21 Proceed is received by CONTRACTOR, or on the date specified in the Notice, whichever is later, and shall  
22 be completed within **one hundred and eighty (180) days** following the said date. Time is of the essence  
23 under this Contract as to each provision in which time of performance is a factor.

### 25 ARTICLE 4

#### 26 CONTRACT SUM

1 4.1 AUTHORITY shall provide to CONTRACTOR for the performance of the work, subject to the  
2 additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **One Hundred**  
3 **Forty-Five Thousand Eight Hundred and Fifty Dollars (\$145,850.00)**, including all expenses ("Contract  
4 Sum"). The CONTRACTOR exceeds the contract sum amount at their own risk. CONTRACTOR is under  
5 no obligation to provide additional services that would cause CONTRACTOR'S fees to exceed the Contract  
6 Sum without prior revision of this amount by written change order.

7 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use  
8 taxes required by local codes, or any existing law or which may hereafter be adopted by federal, state, or  
9 governmental authority, taxing the materials, services required, or labor furnished, and of any other tax  
10 levied by reason of the work to be performed hereunder.

11 4.3 The Contract Sum is not subject to escalation, CONTRACTOR having satisfied themselves that the  
12 Contract Sum includes all labor and material increases anticipated throughout the duration of this Contract.

## 13 14 **ARTICLE 5**

### 15 **PROGRESS PAYMENTS**

16 5.1 Based upon applications for payment submitted by the CONTRACTOR to AUTHORITY, and  
17 certificates for payment issued by the Architect/Consultant, if any, AUTHORITY shall make progress  
18 payments on account of the Contract Sum to the CONTRACTOR, as provided in the Acknowledgement  
19 Letter of the Construction Documents.

20 5.2 AUTHORITY shall promptly review applications for payment and provide its approval or  
21 disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for payment  
22 requesting progress payment. Approved applications for progress payments will be paid by the 30<sup>th</sup> day of  
23 each month, provided that the application for payment has been submitted to AUTHORITY on or before  
24 the first working day of the month.

## 25 26 **ARTICLE 6**

### 27 **INDEMNIFICATION AND HOLD HARMLESS**

1 6.1 CONTRACTOR shall indemnify and hold harmless AUTHORITY, County of Riverside, its  
2 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of  
3 Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and  
4 representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability  
5 whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon  
6 any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising  
7 out of or in any way relating to this Contract. CONTRACTOR shall defend at its sole expense and pay all  
8 costs and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or  
9 awards, on behalf of the Indemnitees, in any claim or action based upon such services.

10 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
11 CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice and shall have the  
12 right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;  
13 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or  
14 circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

15 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided  
16 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action  
17 or claim involved.

18 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or  
19 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from  
20 third party claims. CONTRACTOR'S indemnification and hold harmless obligations set forth herein shall  
21 survive the termination and expiration of this Contract.

22 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this  
23 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve  
24 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

25  
26 **ARTICLE 7**

27 **INSURANCE**

1 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold  
2 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole  
3 cost and expense, the following insurance coverages during the term of this Contract. As respects to the  
4 insurance section only, AUTHORITY herein refers to the Housing Authority of the County of Riverside,  
5 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective  
6 directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed  
7 officials, and agents or representatives as Additional Insureds.

8 7.1.1. Workers' Compensation:

9 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain  
10 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
11 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
12 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation  
13 in favor of AUTHORITY.

14 7.1.2 Commercial General Liability:

15 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
16 unmodified contractual liability, products and completed operations liability, personal and advertising  
17 injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S  
18 performance of its obligations hereunder. Policy shall name AUTHORITY as Additional Insured. Policy's  
19 limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance  
20 contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times  
21 the occurrence limit.

22 7.1.3 Vehicle Liability:

23 If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then  
24 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in  
25 an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
26 general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
27 occurrence limit. Policy shall name AUTHORITY as Additional Insured.

1           7.1.4 General Insurance Provisions - All lines:

- 2           1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State  
3           of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
4           requirements are waived, in writing, by the County of Riverside's Risk Manager. If the  
5           County's Risk Manager waives a requirement for a particular insurer such waiver is only  
6           valid for that specific insurer and only for one policy term.
- 7           2) CONTRACTOR must declare its insurance self-insured retention for each coverage required  
8           herein. If any such self-insured retention exceeds \$500,000 per occurrence each such  
9           retention shall have the prior written consent of the County Risk Manager before the  
10          commencement of operations under this Contract. Upon notification of self-insured retention  
11          unacceptable to AUTHORITY, and at the election of the County's Risk Manager,  
12          CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as  
13          respects this Contract with AUTHORITY, or 2) procure a bond which guarantees payment  
14          of losses and related investigations, claims administration, and defense costs and expenses.
- 15          3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish AUTHORITY  
16          with either 1) a properly executed original Certificate(s) of Insurance and certified original  
17          copies of Endorsements effecting coverage as required herein, and 2) if requested to do so  
18          orally or in writing by the County Risk Manager, provide original Certified copies of policies  
19          including all Endorsements and all attachments thereto, showing such insurance is in full  
20          force and effect. Further, said Certificate(s) and policies of insurance shall contain the  
21          covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to  
22          AUTHORITY prior to any material modification, cancellation, expiration or reduction in  
23          coverage of such insurance. In the event of a material modification, cancellation, expiration,  
24          or reduction in coverage, this Contract shall terminate forthwith, unless AUTHORITY  
25          receives, prior to such effective date, another properly executed original Certificate of  
26          Insurance and original copies of endorsements or certified original policies, including all  
27          endorsements and attachments thereto evidencing coverage's set forth herein and the  
28

1 insurance required herein is in full force and effect. CONTRACTOR shall not commence  
2 operations until AUTHORITY has been furnished original Certificate (s) of Insurance and  
3 certified original copies of endorsements and if requested, certified original policies of  
4 insurance including all endorsements and any and all other attachments as required in this  
5 Section, showing that such insurance is in full force and effect. An individual authorized by  
6 the insurance carrier to do so on its behalf shall sign the original endorsements for each  
7 policy and the Certificate of Insurance.

- 8 4) It is understood and agreed to by the Parties hereto that CONTRACTOR'S insurance shall be  
9 construed as primary insurance, and AUTHORITY'S insurance and/or deductibles and/or  
10 self-insured retentions or self-insured programs shall not be construed as contributory.
- 11 5) If, during the term of this Contract or any extension thereof, there is a material change in the  
12 Scope of Work; or, there is a material change in the equipment to be used in the performance  
13 of the Scope of Work; or, the term of this Contract, including any extensions thereof, exceeds  
14 five (5) years; AUTHORITY reserves the right to adjust the types of insurance and the  
15 monetary limits of liability required under this Construction Contract, if in the County Risk  
16 Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR  
17 has become inadequate.
- 18 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of  
19 subcontractors working under this Contract.
- 20 7) The insurance requirements contained in this Contract may be met with a program(s) of self-  
21 insurance acceptable to AUTHORITY.
- 22 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any incident  
23 or event that may give rise to a claim arising from this Contract.
- 24

25 **ARTICLE 8**  
26 **PROJECT CLOSEOUT**  
27



1 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY  
2 shall receive a certificate from CONTRACTOR that the PROJECT is ready for occupancy or use and shall  
3 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the work,  
4 including all phases thereof, is finally completed, and all requirements of this Contract have been satisfied.  
5 AUTHORITY shall cause the Notice of Completion to be recorded in the office of the County Recorder.

6 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when  
7 AUTHORITY has received the following:

8 1. A Certificate of Completion executed by AUTHORITY.  
9 2. All guarantees and warranties issued by the manufacturers or installers of appliances or other  
10 component parts of the work. CONTRACTOR guarantees that the equipment, materials, and workmanship,  
11 not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship  
12 for a period of one year following final acceptance of the PROJECT.

13 3. The waiver and release of all liens, claims of liens, or stop notice rights of CONTRACTOR  
14 and all subcontractors, and CONTRACTORS' Certificate and Release.

15 4. Verification from AUTHORITY that CONTRACTOR has removed all waste materials,  
16 rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site. If the  
17 CONTRACTOR has failed to remove any such items, AUTHORITY may remove such items, and the  
18 CONTRACTOR shall pay AUTHORITY for all costs incurred in connection with such removal.

19 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) calendar days period  
20 for filing of stop notices, AUTHORITY shall settle all claims and disputes, notify CONTRACTOR of final  
21 acceptance of the PROJECT, and make the final five percent (5%) retention payment, less any amounts  
22 which AUTHORITY is entitled to receive from CONTRACTOR under the terms of this Construction  
23 Contract, including liquidated damages.

## 24 25 **ARTICLE 9**

### 26 **APPLICABLE LAWS AND REGULATIONS**

9.1 2 CFR 200.326, Procurement/Contract Provisions: Pursuant to 2 CFR 200.326 the Parties shall comply with the provisions described in Appendix II to Part 200, Contract Provisions for non-Federal entity contracts under Federal awards, including, but not limited to the following:

9.1.1 Executive Order 11246. For all construction contracts awarded in excess of \$10,000 by AUTHORITY, CONTRACTOR hereby agrees to comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

9.1.2 Copeland "Anti-Kickback Act". For all construction or repair contracts awarded by AUTHORITY, CONTRACTOR shall comply with the with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") ("Copeland Anti-Kickback Act"). The Copeland Anti-Kick Back Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

9.1.3 Reserved

9.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by AUTHORITY in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) ("Contract Work Hours and Safety Standards Act"). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

1 or mechanic must be required to work in surroundings or under working conditions which are unsanitary,  
2 hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or  
3 articles ordinarily available on the open market, or contracts for transportation or transmission of  
4 intelligence.

5 9.1.5 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33  
6 U.S.C. 1251–1387), as amended. For all contracts in excess of \$150,000, CONTRACTOR shall comply  
7 with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–  
8 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must  
9 be reported to the Federal awarding agency and the Regional Office of the Environmental Protection  
10 Agency (EPA).

11 9.1.6 Energy Policy and Conservation Act. CONTRACTOR hereby agrees to comply with all  
12 mandatory standards and policies relating to energy efficiency, which are contained in the state energy  
13 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89  
14 Stat. 781).

15 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR  
16 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require  
17 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in  
18 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such  
19 provisions before commencing the performance of the work.

20 9.1.8 Government Standards. It is the responsibility of CONTRACTOR to ensure that all items  
21 and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and  
22 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted  
23 ordinance, code, law or regulation. CONTRACTOR shall be responsible for all costs incurred for  
24 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be  
25 granted or financial consideration given to CONTRACTOR for time or monies lost due to violations of  
26 any such ordinance, code, law or regulations that may occur.

9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9.1.10 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Authority wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

9.1.11 Procurement of Recovered Materials-Contractor shall comply with 2 CFR Section 200.322, Procurement of recovered materials.

## ARTICLE 10

### ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES

10.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes the following assurances, where applicable:

10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to, discrimination under any program or activity which receives federal

1 financial assistance. AUTHORITY hereby extends this requirement to CONTRACTOR and its  
2 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are  
3 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

4 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair  
5 Housing Act, provides for fair housing throughout the United States and prohibits any person from  
6 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage  
7 services, including in any way making unavailable or denying a dwelling to any person because of race,  
8 color, religion, sex or national origin. Pursuant to this statute, AUTHORITY requires that CONTRACTOR  
9 administer all programs and activities, which are related to housing and community development, in such  
10 a manner as affirmatively to further fair housing.

11 10.1.4 Age Discrimination Act of 1975.

12 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

13 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and  
14 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

15 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or  
16 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or  
17 ineligible contractor.

18 10.1.8 That none of the personnel who are employed in the administration of the work required by  
19 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of  
20 Title V, Chapter 15, of the United States Code.

21 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such  
22 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive  
23 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each  
24 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed  
25 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause  
26 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or  
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1 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or  
2 correction upon the application of either part.

## 3 4 **ARTICLE 11**

### 5 **HUD SECTION 3 REQUIREMENTS**

6 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby  
7 included as a part of this Contract.

8 11.1.1 The work to be performed under this Contract is subject to the requirements of Section 3 of  
9 the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The purpose  
10 of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance  
11 or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and  
12 very low-income persons, particularly persons who are recipients of HUD assistance.

13 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which  
14 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that s/he/it  
15 is under no contractual or other impediment that would prevent her/him/it from complying with the Part  
16 135 regulations.

17 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers with  
18 which CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice  
19 advising the labor organization or workers' representative of CONTRACTOR'S commitments under this  
20 Section 3 clause and will post copies of the notice in conspicuous places at the work site where both  
21 employees and applicants for training and employment positions can see the notice. The notice shall  
22 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name and  
23 location of the person(s) taking applications for each of the positions; and the anticipated date the work  
24 shall begin.

25 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to  
26 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an  
27 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is  
28

1 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any  
2 subcontractor where CONTRACTOR has notice or knowledge that the subcontractor has been found in  
3 violation of the regulations in 24 CFR Part 135.

4 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training  
5 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)  
6 with persons other than those to whom the regulations of 24 CFR Part 135 require employment  
7 opportunities to be directed, were not filled to circumvent CONTRACTOR'S obligations under 24 CFR  
8 Part 135.

9 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,  
10 termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

11 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing  
12 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)  
13 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent  
14 feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii)  
15 preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-  
16 owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and  
17 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of  
18 compliance with section 7(b).

## 19 20 **ARTICLE 12**

### 21 **BREACH AND TERMINATION**

22 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any  
23 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance  
24 of defective work or improper materials.

25 12.2 AUTHORITY shall have the right to termination this Contract in the event of a default by  
26 CONTRACTOR (for cause) or for Convenience (without cause) as set forth in the Acknowledgement  
27 Letter, attached hereto as Exhibit "D" and incorporated herein by this reference.

12.3 In addition to any right of termination reserved to AUTHORITY by the Acknowledgement Letter, AUTHORITY may terminate this Contract if CONTRACTOR is adjudged bankrupt, a receiver is appointed because of the CONTRACTOR'S insolvency, or CONTRACTOR makes a general assignment for the benefit of his/her creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the PROJECT in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.

12.4 AUTHORITY shall give CONTRACTOR and his surety five (5) calendar days written notice prior to terminating this Contract pursuant to this section, provided however, that CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of improvements or other permanent construction work encompassing part of the PROJECT. Upon termination, AUTHORITY may take possession of the PROJECT and all materials, equipment, tools and construction equipment and machinery owned by CONTRACTOR and located at the PROJECT site and may finish the PROJECT by whatever method it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment under this Contract.

12.5 AUTHORITY shall not be deemed to have waived any of its other rights or remedies against CONTRACTOR by exercising its right of termination under this section.

12.6 Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

## ARTICLE 13

## CLAIMS RESOLUTION

13.1 This Article 13 is intended to help resolve disputes between the Parties related to this PROJECT. Such disputes shall be brought to the attention of AUTHORITY at the earliest possible time, so that such disputes may be promptly resolved, if possible, or other appropriate action or investigation may



1 be promptly undertaken. Public works claims which arise between CONTRACTOR and AUTHORITY  
2 shall be resolved using the following procedure:

3 13.1.1 A "claim" means a separate demand by CONTRACTOR sent by registered mail or  
4 certified mail return receipt requested for one or more of the following: (a) a time extension including,  
5 without limitation, for relief from damages or penalties for delay assessed by AUTHORITY; (b) payment  
6 by the AUTHORITY of money or damages arising from work done by or on behalf of CONTRACTOR  
7 and payment for which is not otherwise expressly provided or to which CONTRACTOR is not otherwise  
8 entitled; (c) payment of an amount that is disputed by AUTHORITY. CONTRACTOR shall furnish  
9 reasonable documentation to support the claim.

10 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the  
11 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the  
12 Parties, provide CONTRACTOR with a written statement identifying what portion of the claim is still  
13 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required,  
14 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment  
15 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after  
16 AUTHORITY issues its written statement.

17 13.1.3 If AUTHORITY fails to issue a written statement, the claim shall be deemed rejected  
18 in its entirety. A claim that is denied by reason of AUTHORITY'S failure to respond to a claim, or its  
19 failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with  
20 regard to the merits of the claim or the responsibility or qualifications of CONTRACTOR.

21 13.1.4 If CONTRACTOR disputes AUTHORITY'S written response, or if AUTHORITY  
22 fails to respond within the time prescribed, CONTRACTOR may demand in writing, sent by registered mail  
23 or certified mail return receipt requested, an informal meet and confer conference to attempt to reach  
24 settlement of the portion of the claim in dispute. Upon receipt of the demand, AUTHORITY shall schedule  
25 a meet and confer conference within thirty (30) days.

26 13.1.5 Within ten (10) business days following the conclusion of the meet and confer  
27 conference, if the claim or any portion thereof remains in dispute, AUTHORITY shall provide  
28

1 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the  
2 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within  
3 sixty (60) days after AUTHORITY issues its written statement.

4 13.1.6 Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall  
5 be submitted to nonbinding mediation, with AUTHORITY and CONTRACTOR sharing the mediator costs  
6 equally. AUTHORITY and CONTRACTOR shall mutually agree to a mediator within ten (10) business  
7 days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon  
8 a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party  
9 to mediate the disputed portion of the claim. Each Party shall bear the fees and costs charged by its  
10 respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful  
11 to resolve all issues, the parts of the claim remaining in dispute shall be subject to other applicable legal  
12 procedures.

13 13.1.7 As used herein, mediation includes any nonbinding process, including but not limited  
14 to neutral evaluation or a dispute review board, in which an independent third party or board assists the  
15 Parties in dispute with resolution through negotiation or by issuance of an evaluation.

16 13.1.8 Additional applicable requirements, including but not limited to subcontractor  
17 claims, may be stated in California Public Contract Code Section 9204.

18 13.1.9 Any legal action related to the performance of the work or the terms of the Contract  
19 Documents shall be filed only in the Superior Court of the State of California located in Riverside,  
20 California.

## 21 22 **ARTICLE 14**

### 23 **MISCELLANEOUS PROVISIONS**

24 14.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances, and  
25 orders of any governmental entity relating to the work. Should CONTRACTOR become aware that any  
26 provisions of this Contract are at variance with any such rule, law, regulation, ordinance, or order; he/she  
27 shall promptly give notice in writing to AUTHORITY of such variance.

1 14.2 The Contracting Officer must be notified in writing by CONTRACTOR within ten (10) calendar  
2 days of any and all backordered materials and/or any incomplete services, and the estimated delivery date.  
3 Unless otherwise stipulated in the Contract Documents, any order that will take more than a maximum of  
4 ten (10) calendar days past the original agreed upon delivery date, may at the option of AUTHORITY, be  
5 canceled and ordered from another source, if, in the opinion of the Contracting Officer, it is in the best  
6 interests of AUTHORITY to do so.

7 14.3 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses  
8 and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this  
9 Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a  
10 court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any  
11 of the remaining clauses, sentences, paragraphs and sections of this Contract.

12 14.4 In the event of a conflict between the Acknowledgement Letter and the Scope of Work, the  
13 Acknowledgement Letter shall prevail. In the event of a conflict between this Contract and any applicable  
14 state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or  
15 local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation,  
16 or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order  
17 shall prevail.

18 14.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have  
19 the authority to execute this Contract on behalf of each respective Party and further warrant and represent  
20 that they have the authority to bind each respective Party to the performance of its obligation hereunder.  
21  
22  
23

24 **(Remainder of Page Intentionally Blank)**

25  
26 **(Signatures on next page)**  
27  
28

1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth  
2 below.

3  
4 **AUTHORITY:**

5 HOUSING AUTHORITY OF THE COUNTY OF  
6 RIVERSIDE, a public entity, corporate and politic

7  
8 By:   
9 Heidi Marshall  
Executive Director

10  
11 Dated: 5/23/2022  
12

13  
14 **CONTRACTOR:**

15 AMTECH ELEVATOR SERVICES, INC., a  
16 California corporation

17  
18 By:   
19 T.W. Kimbro  
Authorized Representative

20  
21 Dated: 1-24-2022  
22

23  
24 **APPROVED AS TO FORM:**

25 Gregory P. Priamos  
26 County Counsel

27  
28 By:   
Amrit P. Dhillon,  
Deputy County Counsel

**Exhibit "A"**

**Standard Requirements**

1. The work under this Contract shall be performed at the HACR Main Office located at 5555 Arlington Avenue, in the City of Riverside, State of California (Property) and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the installation of a completely new elevator hydraulic cylinder and associated improvements in strict conformance with all of the Contract documents.
2. Project Planning: The building will be open to the public and occupied during regular business hours. HACR requires the Contractor to have a complete installation plan schedule prior to starting work and to have that plan approved by the HACR representative, five (5) calendar days prior to the projected start date.
3. Contractor will furnish all labor, materials, equipment, supervision, and contract administration to renovate the elevator at the Property in a good and workmanlike manner, using new materials and products throughout, subject to the included and excluded items as listed in Exhibit C the Scope of Work.
4. All tools, materials, and equipment shall be provided by the Contractor and must meet all local applicable safety requirements. A parking space will be made available for Contractor's container if needed for materials and equipment. HACR assumes no responsibility for the loss or damage to the Contractor's equipment, tools or materials stored at the job site.
5. Contractor shall furnish sufficient personnel with the technical knowledge and experience necessary to complete the work.
6. All work shall be performed in accordance with local safety standards and recognized safe practices.
7. Contractor to ensure proper removal of all debris and all other components from the Property and shall provide a cleared worksite free of all debris, Contractor's equipment, etc. HACR refuse containers shall not be used for disposal of Contractor's waste.
8. Contractor is responsible to field verify existing conditions and promptly notify HACR if discrepancies in and omissions from the plans, specifications or other Contract Documents are found in the field, including unforeseen conditions that may affect the successful completion of the Project and/or the work.
9. Contractor shall comply with the Scope of Work as listed below in Exhibit C.

**Exhibit "B"**

**Contractor's Quote**

**(behind this page)**

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**INVITATION FOR BIDS (IFB) NO. 2021-002  
ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

**FORM OF BID form  
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to HACR with the completed Bid Proposal.
- B. Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for this IFB in strict accordance therewith and for the bid amount specified below:
- \* Please see attached bid clarifications.

BASE BID		Bid/Fee Amount
Item #	Description	
1	Replacement & Renovation of the existing elevator as indicated in this IFB/Scope of Work	\$ 145,850.00
TOTAL BASE BID AMOUNT		\$ 145,850.00
2	Down Payment (If Required)	\$ 43,755.00
3	Overtime Pay (per hr. if required)	\$ 225/hr (premium only)
4	Price for Cab Upgrade (Minimum)	\$ 19,980.00
5	Lead Time Required (In weeks)	10 weeks
6	Elevator Out of Service (In days)	35 days

- C. Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received
- D. Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: Fourteen Thousand Five Hundred and Eight Five Dollars (\$ 14,585.00), in the form of owner provided form is submitted.
- E. Performance Bond and Payment Bond:** The undersigned agrees that, if they are selected as the Contractor, they will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by HACR, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- F. Quantities:** The undersigned understands that HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by HACR. HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this

**INVITATION FOR BIDS (IFB) NO. 2021-002  
ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

IFB. HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services HACR requires.

- G. Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in **every** respect fair, in good faith, and without collusion or fraud.
- H. Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed, and to fully complete the PROJECT within **FORTY-TWO (42) CALENDAR DAYS.**
- I. Qualifications:** The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) Amtech Elevator since 06 / 01 / 2004
2. Have you been awarded any jobs but failed to complete? x No    Yes (please explain):  
\_\_\_\_\_
3. List work completed/ongoing in the last two years:

**Projects for Housing Authority of the County of Riverside. (If applicable)**

Project Description		Contract Amount:
Job was	Davis Bacon or <u>  </u> State Prevailing Wage	
Contact Person		
Name, Address		
Phone & Fax Nos.		
Owner Name:		Completion Date:
Project Description		Contract Amount:
Job was	Davis Bacon or <u>  </u> State Prevailing Wage	
Contact Person		
Name, Address		
Phone & Fax Nos.		
Owner Name:		Completion Date:

**Other Projects**

Project Description	Santa Monica Waste Water Plant	Contract Amount:	\$350,000
Job was	Davis Bacon or <u>x</u> State Prevailing Wage or <u>  </u> Other		
Contact Person	Arturo Kaloyan		
Name, Address	Kiewitt Construction		
Phone & Fax Nos.	562-946-1816		
Owner Name:	City of Santa Monica	Completion Date:	Dec 2021
Project Description	Riverside Meterlink Station	Contract Amount:	\$188,000
Job was	Davis Bacon or <u>x</u> State Prevailing Wage or <u>  </u> Other		
Contact Person	John Braghton		
Name, Address	250 Blaine Street, Corona, CA		
Phone & Fax Nos.	909-772-9573		
Owner Name:	Metrolink	Completion Date:	May 2021

4. **Banking Information:** Bank Name: JP Morgan Chase Branch Location: Tampa, Florida  
Account Name: Otis Elevator Company


**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**



**INVITATION FOR BIDS (IFB) NO. 2021-002  
ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

- L. Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- M. Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- N. EEO:** The undersigned represents that he has (x) he has not ( ) participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has (x) he has not ( ) filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

**COMPLETED BY:** (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

Thomas Bertsch	Manager	thomas.bertsch@amtechelevator.com
Print Name	Title	Email
	August 11, 2021	714-493-0226
Signature	Date	Telephone Number
Amtech Elevator Services	12921 166th Street, Cerritos, CA 90703	
Company Name	Address (Street; City; State; Zip)	
737286	6/30/2023	C11
CSLB License Number	Expiration Date	CSLB License Designation
1000007601		
D.I.R. Registration Number		

**BIDDER'S STATEMENT**

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HACR discovers that any information entered herein to be false, such shall entitle HACR to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the form of bid, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HACR, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Submittal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACR with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

	8/11/2021	Thomas Bertsch	Amtech Elevator Services
Signature	Date	Printed Name	Company

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)

**INVITATION FOR BIDS (IFB) NO. 2021-002  
ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

**ATTACHMENT B**

**Scope of Work**

HACR may require some of the work to be performed after office hours, due to noise and safety considerations of our staff and the general public. Contractor to provide a comprehensive construction schedule denoting the phases of work, time period(s) that the front lobby must be closed and indicate if overtime pay is required for work done after 5:00 PM and/or on weekends.

All equipment must comply with ASME A17.1-2004 Group IV code effective 5/1/08 for modernizations and new equipment installations:

**System Components:**

- 1) SMARTRISE Controller or equivalent  
Non-proprietary computerized microprocessor-based, to include:
  - Controller
  - New hoistway leveling package
  - New multi-wire car, hoistway and machine room wiring
  - New motor starter switch
  - Phase I and Phase II Fire Service
  - Reduced torque door closing
  - EMERGENCY RETURN UNIT MUST BE INCLUDED

NOTE: California application of ANSI A17.1 National Code: Effective 10/26/1998, all elevator control system upgrades require concurrent fire recall phase I, II and alternate fire floor operation. This may require simultaneous installation of new fire recall switches in the cab and hall.

- 2) New Traveling Cables and Wiring
- 3) Inspection Station/Pit Switch/Alarm
- 4) Car Operating Panel (COP) The new COP shall integrate ADA-compliant features, including:
  - Vandal-resistant pushbuttons, raised 1/8"
  - Braille tags with contrasting backgrounds and threaded studs
  - ADA approved speaker phone
  - Phase II Fireman's Service and jewel
  - Emergency light unit
  - Digital position indicator with a segmented display
  - Passing chime
  - Engraved signage and all other features as existing
- 5) In-car Emergency Telephone. The new emergency phone will be an ADA-approved emergency phone, integral to new COP.

**INVITATION FOR BIDS (IFB) NO. 2021-002  
ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

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NOTE: Working phone line to be provided by others, if not already existing.

**6) Emergency Car Lighting**

- Integral to the new COP. The new COP shall feature a lighting/alarm bell system with power supply in the elevator car to provide car light and power for the alarm bell in the event of a power supply failure. The emergency light will appear behind a translucent lens such that it will illuminate the car operating panel area when activated. The alarm bell will be installed on either the car top or the underside of the platform.

**7) Hall Stations (1 riser)**

New hall stations, of brushed stainless-steel finish, shall be installed at each landing (one per floor). They will be installed at the appropriate height to be compliant with Title 24 and ADA requirements. Hall station buttons will be vandal resistant.

**8) Car Traveling Lantern**

The new traveling lantern shall provide direction indication through standard style lenses, and will feature a double-sounding gong, per ADA code. To meet elevator code requirements, the lanterns will be installed in the cab jams. The cover plate shall be brushed stainless steel #4 finish.

**9) New access switches**

**10) Car Door Operator/ The new door operator package shall include:**

- Closed loop single-speed master power operator
- Car door clutch assembly with California locking device
- Car door hanger assembly and track
- Hall door hanger assembly and track and interlocks- 1 per opening
- Retain car door panels (provide optional pricing for new panels)
- Retain hall door panels (provide optional pricing for new panels)

**11) Electronic Door Detector.** The new door protection system shall include circuitry for reduced kinetic energy closing, as required by code.

**12) Tank Unit.** Install a new submersible tank unit which is comprised of a tank, pump, motor, valve, & muffler and replenish the tank with new hydraulic fluid.

NOTE: Contractor to handle or subcontract out the proper removal of all contaminated oil associated with the replacement of the existing tank unit.

**13) Smoke Detectors.** State of California elevator code requires one smoke detector be installed at each landing, and one in the elevator machine room. If smoke detectors do not already exist at these locations, they will need to be installed.

**14) New Jamb Braille**

**15) Machine room cleaning**

**INVITATION FOR BIDS (IFB) NO. 2021-002  
ELEVATOR REPLACEMENT PROJECT AT HACR MAIN OFFICE**

**16)** Handle coordination of all Inspection(s) and associated permit issuance by local or State authority

**17)** Safety Upgrades of the following components:

- New Top of Car Inspection Station
- New Pit Emergency Stop Switch
- New Pit Ladder – as needed
- New Access Alert Pit and Car Top Safety Circuit

**18)** Single Bottom Cylinder Replacement. Remove the existing underground hydraulic cylinder, piston and cylinder head and replace with a new double bottom design cylinder with sealed PVC encasement, new piston, and new cylinder head. NOTE: Contractor may propose alternate or equivalent piston designs, in addition to PVC.

**General Scope of Work - Description and Provisions:**

The scope of work shall include the following:

- Secure the elevator cab
- Remove the existing piston
- Remove the existing cylinder and liner
- Provide a stand-alone generator unit to safely power the drill equipment
- Re-drill the existing cylinder hole and prepare it for installation of a new PVC-encased cylinder (if PVC is selected by HACR)
- Install A17.1-compliant PVC cylinder, type 1, grade 1 CPVC-1120, specifically designed for underground use
- Install a new double bottom cylinder with sealed PVC encasement and safety valve
- Plumb the cylinder to the vertical
- Install a new platen plate with isolation
- Install a new cylinder head
- Install new piston
- Install new packing
- Install new buffer springs
- Install a code required over-speed valve
- Perform a full load safety test
- Assist the State of California Dept. of Industrial Relations elevator Inspector in his inspection
- Return the elevator to service

NOTE: Bidder may include their additional clauses or clarifications along with the subsequent additional pricing as an attachment to their bid form, as well as any items that will require "Work by Others" and/or "Owner Responsibility".

NOTE: The HACR understands there may be significant lead time involved. Bidder to indicate approximate lead time they require on the Bid Form.

## Exhibit "C"

### Scope of Work

HACR may require some of the work to be performed after office hours, due to noise and safety considerations of our staff and the general public. Contractor to provide a comprehensive construction schedule denoting the phases of work, time period(s) that the front lobby must be closed and indicate if overtime pay is required for work done after 5:00 PM and/or on weekends.

All equipment must comply with ASME A17.1-2004 Group IV code effective 5/1/08 for modernizations and new equipment installations. Contractor to provide and install the following equipment:

#### **System Components:**

##### **1) SMARTRISE Controller or equivalent**

Non-proprietary computerized microprocessor-based, to include:

- Controller
- New hoistway leveling package
- New multi-wire car, hoistway and machine room wiring
- New motor starter switch
- Phase I and Phase II Fire Service
- Reduced torque door closing
- EMERGENCY RETURN UNIT MUST BE INCLUDED

NOTE: California application of ANSI A17.1 National Code: Effective 10/26/1998, all elevator control system upgrades require concurrent fire recall phase I, II and alternate fire floor operation. This may require simultaneous installation of new fire recall switches in the cab and hall.

##### **2) New Traveling Cables and Wiring**

##### **3) Inspection Station/Pit Switch/Alarm**

##### **4) Car Operating Panel (COP) The new COP shall integrate ADA-compliant features, Including:**

- Vandal-resistant pushbuttons, raised 1/8"
- Braille tags with contrasting backgrounds and threaded studs
- ADA approved speaker phone
- Phase II Fireman's Service and jewel
- Emergency light unit
- Digital position indicator with a segmented display
- Passing chime
- Engraved signage and all other features as existing

##### **5) In-car Emergency Telephone. The new emergency phone will be an ADA-approved emergency phone, integral to new COP.**

NOTE: Working phone line to be provided by others, if not already existing.

1       **6) Emergency Car Lighting**

- 2               • Integral to the new COP. The new COP shall feature a lighting/alarm bell system with  
3               power supply in the elevator car to provide car light and power for the alarm bell in the  
4               event of a power supply failure. The emergency light will appear behind a translucent lens  
5               such that it will illuminate the car operating panel area when activated. The alarm bell will  
6               be installed on either the car top or the underside of the platform.

7       **7) Hall Stations (1 riser)**

8               New hall stations, of brushed stainless-steel finish, shall be installed at each landing (one per floor).  
9               They will be installed at the appropriate height to be compliant with Title 24 and ADA  
10              requirements. Hall station buttons will be vandal resistant.

11       **8) Car Traveling Lantern**

12              The new traveling lantern shall provide direction indication through standard style lenses, and will  
13              feature a double-sounding gong, per ADA code. To meet elevator code requirements, the lanterns  
14              will be installed in the cab jambs. The cover plate shall be brushed stainless steel #4 finish.

15       **9) New access switches**

16       **10) Car Door Operator/ The new door operator package shall include:**

- 17              • Closed loop single-speed master power operator  
18              • Car door clutch assembly with California locking device  
19              • Car door hanger assembly and track  
20              • Hall door hanger assembly and track and interlocks- 1 per opening  
21              • Retain car door panels (provide optional pricing for new panels)  
22              • Retain hall door panels (provide optional pricing for new panels)

23       **11) Electronic Door Detector.** The new door protection system shall include circuitry for reduced  
24       kinetic energy closing, as required by code.

25       **12) Tank Unit.** Install a new submersible tank unit which is comprised of a tank, pump, motor, valve,  
26       & muffler and replenish the tank with new hydraulic fluid.

27       **13) New Jamb Braille**

28       **14) Machine room cleaning**

29       **15) Handle coordination of all Inspection(s) and associated permit issuance by local or State  
30       authority**

31       **16) Safety Upgrades of the following components:**

- 32              • New Top of Car Inspection Station  
33              • New Pit Emergency Stop Switch  
34              • New Pit Ladder – as needed  
35              • New Access Alert Pit and Car Top Safety Circuit

17) Single Bottom Cylinder Replacement. Remove the existing underground hydraulic cylinder, piston and cylinder head and replace with a new double bottom design cylinder with sealed PVC encasement, new piston, and new cylinder head. NOTE: Contractor may propose alternate or equivalent piston designs, in addition to PVC.

**General Scope of Work - Description and Provisions:**

The General Scope of Work shall also include the following:

- Secure the elevator cab
- Remove the existing piston
- Remove the existing cylinder and liner
- Provide a stand-alone generator unit to safely power the drill equipment
- Re-drill the existing cylinder hole and prepare it for installation of a new PVC-encased cylinder (if PVC is selected by HACR)
- Install A17.1-compliant PVC cylinder, type 1, grade 1 CPVC-1120, specifically designed for underground use
- Install a new double bottom cylinder with sealed PVC encasement and safety valve
- Plumb the cylinder to the vertical
- Install a new platen plate with isolation
- Install a new cylinder head
- Install new piston
- Install new packing
- Install new buffer springs
- Install a code required over-speed valve
- Perform a full load safety test
- Assist the State of California Dept. of Industrial Relations elevator Inspector in his inspection
- Return the elevator to service

**Clarifications:**

1. Removal of Cylinder and Casing (if existing): There will be an additional cost of \$495.00 per hour to remove existing cylinder if site conditions prevent its removal within twenty-four (24) working hours for each elevator.
2. "Rock Clause" -- Cylinder Well Hole Drilling: There will be an additional cost of \$450.00 per hour (driller and generator equipment) plus Mechanic standby costs, as applicable, at Contractor's discounted rate of \$350 per hour, to drill the new hole if site conditions (such as rock, water, or other unanticipated conditions) prevent completion of the hole drilling within sixteen (16) drilling hours. Contractor to provide separate power generator to operate drill rig.
3. PVC Well Casing: In unique cases, it may be necessary to install a PVC well casing to prevent the collapse of the drilled hole. The PVC False casing is included in this Contract.



1 4. Installation, Alignment and Vertical Plumbing of New Cylinder: Contractor's bid includes  
2 twenty-four (24) straight time crew hours per elevator, to insert and set the new PVC outer  
3 casing and steel piston cylinder. Should the time to perform this function exceed twenty-  
4 four (24) straight time crew hours per elevator, the additional time will be billed at \$495.00  
5 per hour.

6 5. Spoils Removal: Spoils that are generated during the completion of this project (primarily  
7 during the drilling phase) would be HACR responsibility and must be removed from the  
8 site. The spoils may or may not be contaminated, the contamination being attributed to the  
9 existing ground soil condition, oil introduced from a leak in the underground cylinder, or  
10 both.

11 **The removal of contaminated soil and drilling spoils must be performed by certified,  
12 authorized agents whose methods and processes are compliant with existing hazardous  
13 waste transportation and disposal laws.**

14 HACR to assume responsibility for the proper removal of all spoils associated with the  
15 replacement of the piston/cylinder. The legally required manifest describing removed spoils  
16 will be provided upon completion of this work. Contractor will provide assistance  
17 coordinating the scheduling of the spoils removal, as necessary.

18 6. Smoke Detectors: HACR has the responsibility of installing the smoke detectors and  
19 modifications to the enunciator panel as listed in the "Work by Others" section below. This  
20 work shall be completed prior to Contractor manning the job.

21 7. DIR Compliance: Contractor's bid is based on compliance with the California Dept. of  
22 Industrial Relations, Chapter 4: Division of Industrial Safety, Subchapter 6: Elevator Safety  
23 Orders, Group IV which governs the design, erection, construction, installation, service, and  
24 operation of conveyances as defined in Section 7300.1 of the Labor Code, for which the  
25 installation contract was signed on or after May 1, 2008.

26 8. Existing Conduit: Contractor's bid is based on utilizing the existing conduit from the elevator  
27 machine room to the elevator hoistway. If the existing conduit requires modification,  
28 replacement or is inadequate to utilize for any reason, replacement shall be billable as a  
Change Order to the bid base price. HACR has the option to subcontract out this additional  
work to others in its sole and absolute discretion.

9 ADA Compliance: At the time of preparation, Contractor's bid was based on the most  
10 current information available on the Americans with Disabilities Act (ADA), as it applies to  
11 elevators. Contractor assumes no liability nor implies that full ADA compliance will result  
12 from the work described in this Contract, should the ADA or current applicable laws or  
13 codes change during or after the elevator renovation period.

14 10. All Inclusive: Contractor's bid includes all material, labor, sales tax, shipping, and State  
15 inspections. The bid was based upon all work being performed during normal working hours  
16 of the elevator trade as commonly known and remains firm for one full year. Any work that  
17 is not specifically listed in this Contract will be considered a Change Order and billed  
18 separately.

19 11. Work Schedule: The work requires a lead time for material delivery of approximately eight  
20 to twelve (8-12) weeks. Once all of the materials are received and inventoried, Contractor



will schedule the job. Job scheduling will be discussed with HACR, and a work schedule shall be mutually agreed upon by both parties at that time.

12. Out of Service Period: Once the work has started and the elevator is removed from service, the elevator cannot be operated for any reason until the State Elevator Inspector has completed the final inspection and certified the elevator ready for use. The Final inspection cannot be performed until the fire life safety system is complete. The elevator will be out of service for an estimated fifteen (15) working days. This is dependent on the Inspectors availability, and the scheduling of the Final Inspection.

**Work By Others:**

Some or all of the following "Work by Others" items may apply to this Elevator Renovation Project. For each applicable item, HACR agrees to:

- Provide suitable ventilation and cooling equipment, if required, to maintain the machine room ambient temperature between 60° and 95° F. The relative humidity should not exceed 95 percent non-condensing.
- Provide electrical power for light, tools, hoists, etc. during installation, as well as electrical current for starting, testing, and adjusting the elevator.
- Perform any required cutting and all required patching and painting of walls, floors, or partitions.
- HACR may be responsible for structural calculation(s) or evaluations that may be required by the installation of the new equipment that exceeds the Contractor's original bid and scope.
- Provide and install any modification to lights and/or electrical outlets in the machine room and/or pit.
- Provide and install smoke detectors as required by code (one at each floor and one in the elevator machine room). If there is a fire sprinkler at the top of the elevator hoistway, a smoke detector must be mounted at the top of the elevator hoistway with an access door to allow this device to be serviced from outside the elevator hoistway only. Also provide the required wiring from the sensing devices to each elevator controller and Fire Alarm Control Panel. If there is an existing Fire Alarm Control Panel, all wires from the smoke detectors or any sensing device must report to both this existing FACP and the newly installed elevator controller.
- Provide a working telephone line (and any necessary, associated conduit and/or wiring) for the new in-car emergency telephone. The phone line must be installed to the location of the new elevator controller, and approximately three feet of spare line provided at the end of the installed run. Should an active phone line not exist at the time of installation, additional trips will be billed at standard hourly billing rate.
- Provide a new mainline disconnect for the elevator operation and a separate 110 VAC disconnect for the elevator lights and/or associated electrical modifications, if required. All disconnect switches must be fused and lockable.
- Provide a fused disconnect switch or circuit breaker for each elevator per the National Electrical Code, with feeder or branch wiring to controller with true earth ground. Size to be determined by Contractor.
- HACR to remove any hazardous material, including but not limited to, asbestos prior to the start of work.

- Provide a safe and dry on-site storage area for materials associated with this project.
- Contractor's bid is based on the Scope of Work not being an OSHPD reviewed project. If OSHPD review is requested by HACR, all additional drawings and labor related to that review shall require a change order to this Contract.

#### **Material Lead Time & Renovation Schedule**

The installation of equipment reflects Contractor's base bid prior to any Change Orders that will increase installation times accordingly:

- |                                       |            |
|---------------------------------------|------------|
| 1. Processing, Approvals, & Ordering: | 2-4 weeks  |
| 2. Manufacturing:                     | 8-12 weeks |
| 3. Shipping:                          | 1 week     |
| 4. Job Setup & Mobilization:          | 1 week     |
| 5. Modernization:                     | 6 weeks    |
| 6. Final Inspection & Demobilization: | 1 Week     |

**Exhibit "D"**

**Amtech Acknowledgement Letter**

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<p>NAES Acquisition Corporation dba</p> <p><b>AMTECH Elevator Services</b></p> <p><b>ACKNOWLEDGMENT</b></p>	<p>Contract Number DVB05349</p>
<p><b>Thank you for your order</b></p> <p>Please refer to our contract number in all correspondence. Address all inquiries to:</p> <p>Amtech Elevator Services 12921 166<sup>th</sup> St Cerritos, CA 90723 <b>24-Hour Dispatch: 844-258-1523</b></p>	<p>Your Order Number Single Elevator MOD</p>
	<p>Date Acknowledged <del>August 20, 2021</del> revised Jan, 12, 2022</p>
	<p>Customer Name: Housing Authority of the County of Riverside 5555 Arlington Ave Riverside, CA 92504</p>
	<p>Job Location: 5555 Arlington Ave Riverside, CA 92504</p>

Thank you for allowing us the opportunity to do business with your company. Enclosed is/are 1 signed copy(ies) of our Agreement with you. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the agreement 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.

**Article 3:**

Amtech shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond it's reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect or mischief by others not under the control of Amtech or work by owners others subcontractors (collectively "Causes Beyond Amtech's Reasonable Control"). Amtech shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Amtech's Reasonable Control. Amtech's ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Amtech by Customer of completed and code compliant hoistway(s), (wellways), and machine rooms, necessary approvals and power of proper characteristics for Amtech's uninterrupted use.

Notwithstanding any other provision to the contrary, under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

Amtech's acceptance of liquidated damages in the amount of \$300 per day and to start on November 1, 2022, is predicated on Amtech being allowed an appropriate extension of time for each delay beyond our control and that our acceptance is specifically conditioned on the timely furnishing to Amtech of completed and code compliant hoistways (wellways) and machine rooms, necessary approvals and power of proper characteristics, all for our uninterrupted use.

**Article 5:**

- a) A down payment of thirty percent (30%) is required at the execution of the Contract. Monthly progress payments shall include the value of the work performed and materials stored on or off site through the end of a particular month less a five percent (5%) retention and the aggregate of previous payments.
- b) Retention shall not exceed five percent (5%). Final payment shall be due within thirty (30) days after final acceptance of the elevator or escalator equipment installation or upon acceptance thereof by beneficial use, whichever is earlier.

- c) Amtech shall be paid ninety percent (90%) of the final Contract price before turnover of the elevator or escalator equipment.
- d) Amtech agrees to provide lien waivers on Amtech's standard forms with respect to work or material for which Amtech has been paid for in full.

**Article 6.1:**

To the extent caused by Contractor's negligence, willful misconduct or breach of the Agreement, but not to the extent caused by other subcontractors not under Amtech's control, Amtech will pay reasonable attorney's fees.

**Article 7:**

We will supply an 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. Amtech 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. Amtech will add parties as additional insured on its General Liability Policy, however, such coverage shall not extend to afford coverage for an additional insured's acts or omissions. All values stated as insurance requirements shall be actuals.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Amtech.

**Article 8.2:**

Amtech's warranty is limited to the repair or replacement, at Amtech's discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Amtech during the term of this Agreement. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work done by other subcontractors not under Amtech's control.

**Article 11 and Exhibit E:**

The labor Amtech will provide will be union labor represented by the International Union of Elevator Constructors ("IUEC"). As part of our collective bargaining agreement, Amtech field employees are hired exclusively through a hiring hall arrangement with the IUEC and not directly by Amtech. This binding labor arrangement prevents Amtech from being able to agree (as we do in this document) or control anything further than to offer our good faith efforts towards achieving these workplace integration goals.

The extremely technical aspects of our Scope of Work provides little to no opportunity to hire additional employee (collective bargaining agreement or non-union district residents beyond our current workforce). However, as Amtech Elevator Company is fully committed to Equal Employment Opportunity and the partnership in and with the communities we work in we agree to the following good faith efforts: Amtech agrees to provide a good faith effort to encourage the International Union of Elevator Constructors to be solicit district residents into apprentice training programs but cannot make any commitments on their behalf. Additionally, Amtech will examine the opportunity in non-labor roles to hire and place Section 3 individuals and will properly advertise any and all job opening through local media and community outlets.

**Article 12:**

The Agreement may be terminated for default only and provided that Amtech is first allowed ten (10) business days to commence to cure the deficiency upon receipt by Amtech of written notice specifying in detail the deficiency. In the event the Agreement is terminated through no fault of Amtech, Customer agrees to pay for all material furnished, or manufactured, and labor performed up to the date of termination.

**IN GENERAL:**

**SOFTWARE**

Amtech shall provide its maintenance personnel with the appropriate (as determined by Amtech in its sole discretion) tools to enable Amtech to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools

shall remain the property of Amtech and nothing in this Agreement shall be construed to obligate Amtech to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Amtech Peripherals") which we may use or install to deliver service under this Agreement remains our property, solely for the use of our employees. Amtech Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Amtech Peripherals at our expense.

#### **OCCUPATIONAL HEALTH & SAFETY (OSHA)**

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Amtech agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Amtech because of your acts or omissions, or anyone employed by you, shall be borne by you.

#### **BACKGROUND CHECKS AND TESTS**

Amtech supports Customer's efforts to maintain a safe and productive work environment; however, Amtech's collective bargaining agreement with the IUEC prohibits Amtech from completing background checks, searches, or tests on Amtech employees in the IUEC bargaining unit. Therefore, Amtech cannot agree to authorize any party to complete criminal background checks, searches, or tests on any Amtech employees. Amtech will request IUEC represented employees furnishing Work for Customer to agree to voluntarily submit to a criminal background check and agrees not to staff with employees who do not consent to same to the extent that Customer requires background checks. Customer agrees to pay any and all costs associated with obtaining criminal background checks conducted. Subject to the forgoing, Amtech will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

#### **LEED**

Amtech will make good faith efforts to satisfy LEED requirements, if any, but cannot guarantee compliance with any specific requirements or status certification.

#### **BUY AMERICAN**

The equipment that Amtech will provide under this Agreement is produced from components procured from a variety of sources located throughout the world. Therefore, Amtech cannot confirm compliance with the Buy American Act (or applicable Domestic Sourcing Act). However, these components are selected or designed to meet applicable U.S. standards.

#### **COMMERCIAL ITEMS CLARIFICATION**

The components, equipment and services proposed by Amtech are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting agreement and in any change proposal are based on Amtech's standard commercial accounting policies and practices which do not consider any special requirements of the government cost principles and do not meet the requirement of Part 31 of the FAR. Amtech agrees only to perform a contract for the sale of a commercial item on a fixed price basis. In addition, Amtech will not agree to submit or certify to any cost pricing data nor does Amtech agree to any requirements to establish price reasonableness under FAR Part 15 or to meet any Cost Accounting Standards. In stating its position, Amtech refers to FAR Part 12- "Acquisition of Commercial Items." In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Amtech.

We want to take this opportunity to thank you for this order.

**AMTECH ELEVATOR COMPANY**

**Exhibit "E"**

**HUD Form 50071 Certification of Payments**

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# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Applicant Name

Antech Elevator Services

Program/Activity Receiving Federal Grant Funding

HACR Main Office Elevator Replacement Project

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Tom Bertsch

Title

Manager

Signature

Tom Bertsch

Date (mm/dd/yyyy)

11-17-2021



**Exhibit “F”**

**State of California – Prevailing Wage Requirements**

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**Craft: Elevator Constructor<sup>#</sup>**

**Determination:**

SC-62-X-999-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

December 31, 2021<sup>\*\*</sup> The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below <sup>a</sup>.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$59.32	\$15.875	\$19.31	\$5.39	\$0.64	\$0.54	8.0	\$101.075	\$130.735	\$130.735	\$160.395
Mechanic (employed in industry more than 5 years)	\$59.32	\$15.875	\$19.31	\$6.58	\$0.64	\$0.54	8.0	\$102.265	\$131.925	\$131.925	\$161.585
Helper <sup>e</sup>	\$41.52	\$15.875	\$19.31	\$3.77	\$0.64	\$0.54	8.0	\$81.655	\$102.415	\$102.415	\$123.175
Helper (employed in industry more than 5 years) <sup>e</sup>	\$41.52	\$15.875	\$19.31	\$4.60	\$0.64	\$0.54	8.0	\$82.485	\$103.245	\$103.245	\$124.005

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](#) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](#) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

<sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>c</sup> Includes an amount for 8 paid holidays.

<sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

**PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the Housing Authority of the County of Riverside ("Authority") on August 12th, 2021, has awarded Construction Contract Number: IFB 2021-002 ("Contract") to the undersigned, **Amtech Elevator Services** as Principal ("Principal") to perform the work ("Work") for the following project; (Elevator Replacement Project at HACR Main Office), which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Authority in the penal sum of One Hundred Forty-Five Thousand, Eight Hundred and Fifty Dollars (\$145,850), this amount being not less than one hundred percent (100%) of the total sum payable by Authority under the Contract at the time the Contract is awarded by Authority to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by Authority, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by Authority, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

## **PERFORMANCE BOND**

Whenever Principal shall be, and is declared by Authority to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by Authority or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by Authority as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by Authority under the Contract and any modifications thereto, less the amount previously paid by Authority to the Principal and less amounts that Authority is authorized to withhold under the terms of the Contract.

If Authority determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of Authority and applicable laws. Unless otherwise approved by Authority, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than Authority or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by Authority and judgment or award is entered in favor of Authority as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the Authority.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

## PERFORMANCE BOND

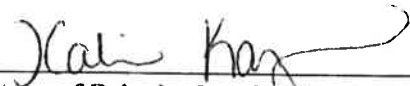
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Authority's rights against the others.

Amtech Elevator Services

**(Proper name of Principal)**

(Corporate Seal of Principal, if Corporation)

By:

  
**Signature of Principal authorized representative**

Halina Kazmierczak, Attorney-In-Fact

**Print or type authorized representative's Name**

12921 166th Street, Cerritos, CA 90703

**Print or type Principal's Address**

Western Surety Company

(Corporate Seal of Surety)

**Surety**

By:

  
**Attorney-in-Fact Sandra Diaz**

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Aon

**Name and Address of California Agent of Surety**

70 Wilshire Boulevard, Suite 2600

Los Angeles, CA 90017

213-630-3200

**Telephone Number of California Agent of Surety**

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW YORK

County of QUEENS

On this 21<sup>st</sup> Day of April in the year 2022 before me, Anne L. Potter Notary Public, personally appeared Halina Kazmierczak who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Anne L. Potter  
Signature of Notary Public

ANNE L. POTTER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PO6283845  
Qualified in Queens County  
Commission Expires 06-17-2025

## SPECIAL POWER OF ATTORNEY

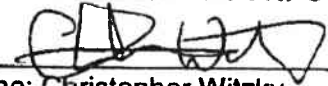
**OTIS WORLDWIDE CORPORATION**, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC., on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

Anne Potter  
Cynthia Farrell  
Halina Kazmierczak  
Barb Pannier  
Frances Rodriguez  
Jennifer L. Jakaitis  
Susan A. Welsh  
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

**IN WITNESS WHEREOF**, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

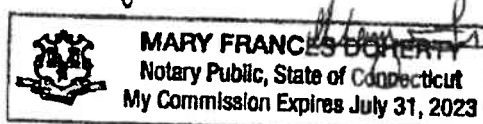
**OTIS WORLDWIDE CORPORATION**

By:   
Name: Christopher Witzky  
Title: Vice President, Treasurer

UNITED STATES OF AMERICA )  
STATE OF Connecticut )  
COUNTY OF Hartford )

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky, who acknowledged himself to be the Vice President, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasurer.



  
, Notary Public



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

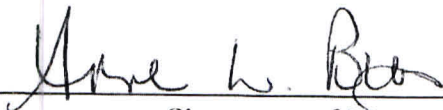
State of New York

County of Queens

On this 21<sup>st</sup> day of April in the year 2022 before me, Anne L. Potter, Notary Public, personally appeared Sandra Diaz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public

ANNE L. POTTER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PO6283845  
Qualified in Queens County  
Commission Expires 06-17-2025

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nancy Schnee, Valorie Spates, Beverly Woolford, Anne Potter, Individually, of Garden City, NY**

**Debra A Deming, Cynthia Farrell, Sandra Diaz, Peter Healy, Susan A Welsh, Aklima Noorhassan, Frances A Rodriguez, Francesca Kazmierczak, Individually, of New York, NY**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

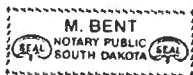
State of South Dakota }  
County of Minnehaha }

ss

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of April, 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2021**

**ASSETS**

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
Total Assets	<u>\$ 2,096,769,908</u>

**LIABILITIES AND SURPLUS**

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
Total Liabilities	<u>\$ 569,206,602</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	<u>\$ 1,527,563,306</u>
Total Liabilities and Capital	<u>\$ 2,096,769,908</u>

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:



By Christopher Lopatowski  
Notary Public

**PAYMENT BOND**

Bond #30120665

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the Housing Authority of the County of Riverside ("Authority") on August 12th, 2021, has awarded Construction Contract Number: IFB 2021-002 ("Contract") to the undersigned, **Amtech Elevator Services**, as Principal ("Principal") to perform the work ("Work") for the following project; (Elevator Replacement Project at HACR Main Office).

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Authority in the penal sum of One Hundred Forty-Five Thousand, Eight Hundred and Fifty Dollars (\$145,850), this amount being not less than one hundred percent (100%) of the total sum payable by Authority under the Contract at the time the Contract is awarded by Authority to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by Authority, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by Authority or Principal.

## PAYMENT BOND

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Authority's rights against the others.

(Corporate Seal of Principal, if Corporation)

Amtech Elevator Services  
(Proper name of Principal)

By:

Hal Kazmierczak  
Signature of Principal authorized representative

Halina Kazmierczak, Attorney-In-Fact  
Print or type authorized representative's Name

12921 166th Street, Cerritos, CA 90703

Print or type Principal's Address

(Corporate Seal of Surety)

Western Surety Company  
Surety  
By: Sandra Diaz  
Attorney-in-Fact Sandra Diaz

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Aon

Name and Address of California Agent of Surety  
70 Wilshire Boulevard, Suite 2600  
Los Angeles, CA 90017  
213-630-3200  
Telephone Number of California Agent of Surety

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW YORK

County of QUEENS

On this 21<sup>st</sup> Day of April in the year 2022 before me, Anne L. Potter Notary Public, personally appeared Halina Kazmierczak who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public

ANNE L. POTTER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PO6283845  
Qualified in Queens County  
Commission Expires 06-17-2025

### SPECIAL POWER OF ATTORNEY

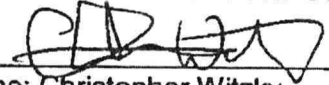
**OTIS WORLDWIDE CORPORATION**, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints AON RISK SERVICES NORTHEAST, INC., on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

Anne Potter  
Cynthia Farrell  
Halina Kazmierczak  
Barb Pannier  
Frances Rodriguez  
Jennifer L. Jakaitis  
Susan A. Welsh  
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2019, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

**IN WITNESS WHEREOF**, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 27th day of November, 2019.

**OTIS WORLDWIDE CORPORATION**

By:   
Name: Christopher Witzky  
Title: Vice President, Treasurer

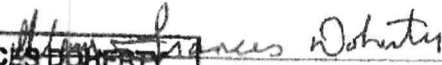
UNITED STATES OF AMERICA )  
STATE OF Connecticut )  
COUNTY OF Hartford )

ss: TOWN OF FARMINGTON

On this 2 day of Dec 2019, before me, a Notary Public in and for said County and State, personally appeared Christopher Witzky, who acknowledged himself to be the Vice President, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Vice President, Treasurer.



**MARY FRANCES DOHERTY**  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2023

  
, Notary Public

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

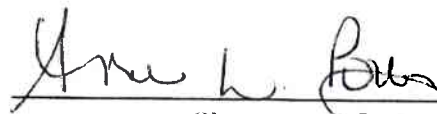
State of New York

County of Queens

On this 21<sup>st</sup> day of April in the year 2022 before me, Anne L. Potter, Notary Public, personally appeared Sandra Diaz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public

ANNE L. POTTER  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PO6283845  
Qualified in Queens County  
Commission Expires 06-17-2025



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nancy Schnee, Valorie Spates, Beverly Woolford, Anne Potter, Individually, of Garden City, NY**

**Debra A Deming, Cynthia Farrell, Sandra Diaz, Peter Healy, Susan A Welsh, Aklima Noorhassan, Frances A Rodriguez, Francesca Kazmierczak, Individually, of New York, NY**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of April, 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2021**

**ASSETS**

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
Total Assets	<u>\$ 2,096,769,908</u>

**LIABILITIES AND SURPLUS**

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
Total Liabilities	<u>\$ 569,206,602</u>

**Surplus Account:**

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	<u>\$ 1,527,563,306</u>
Total Liabilities and Capital	<u>\$ 2,096,769,908</u>

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

**WESTERN SURETY COMPANY**

By Julie Lee

Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

.....  
"OFFICIAL SEAL"  
CHRISTOPHER LOPATOWSKI  
Notary Public, State of Illinois  
My Commission Expires 01/14/2024  
.....

By Christopher Lopatowski

Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/09/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> Otis.CertRequest@marsh.com	<b>FAX (A/C, No):</b>
CN103059650-Otis-OCP-20-21	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AMTECH ELEVATOR SERVICES 12921 166TH STREET CERRITOS, CA 90703	<b>INSURER A :</b> National Union Fire Insurance Co. Of Pittsburgh, PA	<b>NAIC #</b> 19445
	<b>INSURER B :</b> AllU Insurance Co	19399
	<b>INSURER C :</b> N/A	N/A
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** NYC-011232426-03 **REVISION NUMBER:** 0

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			3980241 "\$2,000,000 General Aggregate" "Per Project / Location" "\$10,000,000 General Aggregate" "Per Policy"	12/01/2021	12/01/2022	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 - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b>			4594517 (AOS)	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			4594518 (MA)	12/01/2021	12/01/2022	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			4594519 (VA)	12/01/2021	12/01/2022	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			3980244	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			020608650 (AOS)	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	020608652 (CA)	12/01/2021	12/01/2022	E L EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			020608654 (WI)	12/01/2021	12/01/2022	E L DISEASE - EA EMPLOYEE \$ 1,000,000
				065885882 (NY)	12/01/2021	12/01/2022	E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Owners & Contractors Protective			3980245	12/01/2021	12/01/2022	OCC \$ 2,000,000 AGG \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT NO: IFB No. 2021-002 PROJECT/LOCATION OF WORK: Elevator Replacement Project at HACR Main Office - 5555 Arlington Ave., Riverside, CA 92504

Named Insured under Owners & Contractors Protective Policy: Housing Authority of the County of Riverside

Designated Additional Insured under Owners & Contractors Protective Policy: Housing Authority of the County of Riverside

d\_o\_o:

## CERTIFICATE HOLDER

Housing Authority of the County of  
Riverside  
5555 Arlington Avenue  
Riverside, CA 92504-2506

## 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

*Marsh USA Inc.*

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Date: 12/08/2021

## **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY CERTIFICATE OF COVERAGE**

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE IS PROVIDED BY NATIONAL UNION FIRE INSURANCE COMPANY to the Designated Contractor shown below. Coverage consists of:

- A. Declarations Pages
- B. Owners and Contractors Protective Liability Coverage Form, and
- C. Any Endorsements issued to be a part of the Owners and Contractors Protective Liability Coverage form.

**Policy Number: 3980245**

**Issued to Named Insured and Mailing Address:**

Housing Authority of the County of  
Riverside, 5555 Arlington Avenue  
Riverside, CA-92504-2506

**Designated Additional Insureds:**

Housing Authority of the County of Riverside

**Coverage Period:** 12/01/2021 to 12/01/2022

**Designated Contractor and Mailing Address:**

AMTECH ELEVATOR SERVICES  
12921 166TH STREET  
CERRITOS, CA-90703

**Location of Covered Operations:**

Elevator Replacement Project at HACR Main Office - 5555 Arlington Ave., Riverside, CA 92504

**Contract Number:**

IFB No. 2021-002

### **LIMITS OF INSURANCE**

**The Limits of Insurance, subject to all the terms of this Owners and Contractors Protective Liability Coverage Form that apply, are:**

Each Occurrence Limit    \$2,000,000

Aggregate Limit         \$2,000,000

**Premium:** Included as part of the total Coverage Part premium, which is the responsibility of the Designated Contractor.

2021 - 2022 Policy Period Otis Worldwide Corporation and Otis Elevator Company Certificate of Insurance for Owners and Contractors Protective Liability Coverage



**HWS** HOUSING AND  
WORKFORCE  
SOLUTIONS  
ENGAGE. ENCOURAGE. EQUIP.

## *Notice of Exemption*

March 23, 2022

**Project Name:** Elevator Replacement Project at HACR Main Office

**Project Number:** IFB No. 2021-002

**Project Location:** 5555 Arlington Avenue, Riverside, CA 92504

**COPY**  
HACR staff to  
File

**Description of Project:** The Housing Authority of the County of Riverside (HACR) owns and maintains their main office, a two-story building for commercial use (Property) located at 5555 Arlington Avenue, Riverside, CA 92504. The Property's elevator is the original unit from 1980 and has been repaired several times. The only elevator in the entire two-story building will be replaced, including all applicable code upgrades. No new commercial space will be created, and the existing use of the site will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

**Name of Public Agency Approving Project:** Housing Authority of the County of Riverside

**Name of Person or Agency Carrying Out Project:** Housing Authority of the County of Riverside

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities and Section 15061 (b) (3), General Rule Exemption.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. The existing structure that will have its elevator replaced does not possess any historic significance and the project site is already developed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The replacement of the elevator here will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- **Section 15301 – Class 1 Existing Facilities Exemption.** This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the removal of the existing elevator and replacement with a new elevator, and as proposed, is minimal and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, or any other potential physical environmental impacts. Once the elevator replacement is complete, the property will continue to operate as a commercial building. Therefore, the project meets the scope and intent of the Class 1 Exemption.



## *Notice of Exemption*

- Section 15061(b)(3) – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The replacement of an already existing elevator at the same physical location will not have an adverse effect on the environment. The replacement of the elevator will not increase any potential environmental impacts from either the replacement project or eventual operation of the elevator inside the existing building. The use and operation of the site will be substantially unchanged and will not create any new environmental impacts to the surrounding area. In fact, the replacement of the elevator will improve both the existing structure and the surrounding community. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Department of Housing and Workforce Solutions on behalf of the Housing Authority of the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Cindy Hui, Acting Deputy Director  
Housing Authority of the County of Riverside