

FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and TK Elevator Corporation, a Delaware Corporation (“Consultant”) whose address of record is 940 Riverside Parkway, Suite 20, West Sacramento, California 95605.

WHEREAS, Consultant, under the name of ThyssentKrupp Elevator Corporation and the City previously entered into an Agreement for Professional Services (“Agreement”) dated August 31, 2020; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for the name change of the Consultant.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. The Agreement dated August 31, 2020, between the City and Consultant shall be amended to reflect the change of the Consultant to TK Elevator Corporation, a Delaware Corporation.
2. The Consultant shall provide an updated certificate of insurance.
3. Section 22, “PREVAILING WAGES,” is hereby added to the Agreement to read as follows:

“SECTION 22. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771."

4. Section 23, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

"SECTION 23. ADDITIONAL WORK. The Consultant shall provide the additional work as described in the Exhibit 1, attached hereto."

5. Section 24, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 24. ADDITIONAL COMPENSATION. City shall pay Consultant the not to exceed additional sum of One Hundred Eighty-Five Dollars (\$185.00) per month for additional work in accordance with the rates set forth on Exhibit "1" attached hereto, for a total not to exceed sum of One Thousand Five Hundred Eighty-Five Dollars per month, for a total of Nineteen Thousand Twenty Dollars (\$19,020.00) annually."

6. Except as herein amended, the Agreement dated August 31, 2020 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Shirley A. Nolin #12/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
TK ELEVATOR CORPORATION,
A Delaware Corporation

BY: 

(Signature)

Daniel Opler

(Typed Name)

Its: Branch Manager

(Title)

BY: 

(Signature)

Lori Thornhill

(Typed Name)

Its: Office Manager

(Title)

Taxpayer I.D. No. 62-1211267

ADDRESS: 940 Riverside Parkway
Suite 20
West Sacramento, CA
95605

TELEPHONE: 1 800 664 5438

FAX: 1 866 572 2888

E-MAIL: Sacramento@tklevator.com

Elevator Maintenance Service

ADDITIONAL WORK

This additional scope of services includes elevator maintenance service of the City owned elevator listed herewith:

Make	Passenger (Hydraulic)	Site	Address	State ID	Pricing Per Month
WICO	1	Lift Station	3156 N. HWY 59	146142	\$185.00

The following items represent the basic scope of service to be rendered:

CLEAN (remove dirt, lint, excess oil and grease):

- Power units
- Control Equipment (relay panels, selectors, operating switches, etc.)
- Pit Equipment (remove normal accumulation of rubbish)
- Guide Rails and Brackets (brush to remove lint and dust)
- Car Frames (guide shoes, safety parts, etc.)
- Top of Cars and Bottom of Platforms
- Car Door and Gate Openers
- Hoist way Door Equipment

LUBRICATE:

Oil and grease as required, according to manufacturer's lubrication schedules. Provide proper lubrication to all items of elevator equipment at intervals recommended by the manufacturer and/or as a result of visual examinations.

- Power Unit (refill tank when necessary-flush and filter)
- Control Equipment (selectors, operation switches and devices, etc.)
- Guide Rails (refill lubricators as often as required)

EXAMINE:

Provide a thorough visual examination of all exposed parts accessible without dismantling components. Examinations are to be performed on a regular scheduled basis at intervals to be established based on use and need. Examinations to be performed by a State of California Certified Competent Conveyance Mechanic.

ADJUST:

Provide all necessary adjustments during regular scheduled examination visits.

Elevator Maintenance Service

REPAIR:

During regular working hours provide necessary major and minor repairs, including labor and parts as required, to the following items:

- Control Equipment (relay panels, selectors, operating switches, etc.)
- Car Door and Gate Operators
- Hoist way Door Equipment
- Interlocks
- Leveling Switches (car and hoist way switches and cams)
- Guide Shoes (car roller guides, shoes, gibs, etc.)
- Pit Equipment
- Hydraulic Valves, Pumps, Pump Motors (Power Unit)
- “V” Belt on Power Unit
- Door Motors
- Guide Bearings, Packing and Packing Gland (Hydraulic Seals)

CALLBACK SERVICE:

Provide minor emergency callback service during regular time hours at no additional charge to the customer.

Overtime shall consist of weekdays 5pm to 8am, and Saturdays. (Hours as recognized by the International Union of Elevator Constructors.)

Double-time shall consist of Sundays and Holidays. (Hours as recognized by the International Union of Elevator Constructors.)

Billing for overtime call backs shall be at the following rates:

Overtime \$325.00 per hour

Double-time \$650.00 per hour

Overtime and double-time shall have two hour minimum for call out.

ITEMS NOT COVERED:

Cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack casing, buried piping, alignment of guide rails, smoke and fire sensors, communication devices, security systems, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

MAINTENANCE FREQUENCY:

No less than twelve (12) maintenance visits per year. Fire recall testing and State of California-required record-keeping shall be completed by elevator service provider.

Elevator Maintenance Service

RESPONSE TIME:

In the event of trapped passenger(s), elevator service provider shall provide a technician on-site in forty-five (45) minutes or less from the time of notification. In the event the elevator requires repair, but is unoccupied, then response time shall be within four (4) hours or less.

ON-LINE RECORD-KEEPING:

Elevator service provider shall provide Purchaser with on-line service records, inspection reports and preliminary orders.

TESTING:

Elevator service provider shall provide **all** required testing on **all** hydraulic elevators, as required by the State of California, at no additional charge. The testing shall be covered during business hours. The elevators shall individually be out of service during the testing.

Any additional billing as a result of vandalism, misuse/damage by others, work not covered under the terms of this order shall be approved in writing **PRIOR** to commencement of the work.