



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**17**

**2. Council Meeting Date:**  
January 25, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** December 26, 2006

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community Services

**5. SUBJECT:** Approve the utilization of City of Phoenix Contract No. P-8183-08 with Vortex Doors for the maintenance and repair of overhead doors in an amount not to exceed \$80,000.

**6. RECOMMENDATION:** Recommend the utilization of City of Phoenix Contract No. P-08183-08 with Vortex Doors for the maintenance and repair of overhead doors in an amount not to exceed \$80,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The city currently has 64 large overhead vehicle doors and 20 automatic gates. These doors and gates are located at all of the fire stations, Fleet Maintenance, Central Supply, Traffic and the Police Department. These doors and gates are of different styles and manufacturers. There are overhead sectional doors, roll-up doors and high-speed roll-up doors. Additionally there are 5 roll-up fire curtains. Most of the fire stations have overhead sectional doors and three of them currently have automatic gates, the functionality of these doors and gates affects the response time of the fire department. The Building and Facilities Division requires the assistance of a company skilled in the repair and maintenance of all of these door and gate types to supplement our staff in the repair, maintenance and replacement of these doors and gates.

**8. EVALUATION PROCESS:** By utilizing the City of Phoenix contract with Vortex Doors for the maintenance and repair of overhead doors the City will realize savings in administrative costs associated with bidding. See cost breakdown on Exhibit B of attached agreement.

**9. FINANCIAL IMPLICATIONS:**

Funds will be paid through various departments' other professional contract services (5219) accounts for this service.

**10. PROPOSED MOTION:** Move to approve the utilization of the City of Phoenix Contract No. P-08183-08 with Vortex Doors for the maintenance and repair of overhead doors in an amount not to exceed \$80,000.

**APPROVALS**

**11. Requesting Department**

*Gary Hargis*  
\_\_\_\_\_  
Gary Hargis, Building Maintenance Superintendent

**12. Department Head**

*Mark M. Eynatten*  
\_\_\_\_\_  
Mark M. Eynatten, Community Services Director

**13. Procurement Officer**

*Thomas W. North*  
\_\_\_\_\_  
Thomas W. North, CPPB

**14. City Manager**

*W. Mark Pentz*  
\_\_\_\_\_  
W. Mark Pentz

AGREEMENT  
TO PROVIDE SERVICES  
PURSUANT TO CITY OF PHOENIX CONTRACT

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal corporation, hereinafter called the City, and Vortex Doors, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, the CONTRACTOR has contracted with City of Tempe to provide Maintenance and repair of Overhead Doors No. T06-176-01 (the City of Tempe Contract); and

WHEREAS, the City wishes to engage the CONTRACTOR to provide services set forth in the City of Phoenix Contract; and

WHEREAS, pursuant to the S.A.V.E. COOPERATIVE PURCHASING AGREEMENT, the City has entered into a cooperative purchasing agreement with the City of Tempe permitting it to engage contractors under the terms of the contract the Contractor entered with the City of Tempe.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is hereby agreed by and between the City and the CONTRACTOR as follows:

1. Scope of Work. The CONTRACTOR shall provide the following services and materials: For the repair and maintenance of the City's overhead doors as shown in Exhibit A, attached hereto and incorporated herein by reference and all in accordance with the specifications and details contained in the City of Tempe Contract No. T06-176-01:
2. Completion of Work. The CONTRACTOR shall complete work in accordance with schedules agreed on between the CONTRACTOR and Building & Facilities Division.
3. Payment. The City shall pay CONTRACTOR in an amount not to exceed the sum of Eighty thousand dollars annually (\$80,000) for the services and/or materials provided, in accordance with the unit prices set forth in Exhibit B.
4. Terms of State Contract Apply. All provisions of the City of Tempe Contract are incorporated in and shall apply to this Contract as though fully set forth herein with these exception that any reference to the City of Tempe shall be deemed to mean the City. This includes, without limitation, the requirement to name the City as an additional insured.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *JSC*

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR:

By: *John Hess*  
Title: *V.P.*

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary  
OR

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[CORPORATE SEAL]

EXHIBIT A

CONTRACTOR shall provide preventive maintenance checks and needed repairs to overhead and fire doors in City facilities.

CONTRACTOR shall respond on-site within twenty-four (24) hours of receiving a REGULAR HOURS SERVICE request. CONTRACTOR shall respond on-site within two (2) hours of receiving an EMERGENCY REGULAR HOURS SERVICE REQUEST or an EMERGENCY AFTER HOURS SERVICE request. In the event the primary vendor cannot respond on site within the specified time periods the secondary vendor may be contacted to perform the work.

CONTRACTOR shall make repairs to temporarily secure doors and/or use barricades to make the area safe upon arrival and before leaving a jobsite. CONTRACTOR will restore item(s) to normal operating condition as soon as possible. CONTRACTOR shall notify the City contact person of the status of each work request when completed or when delays are anticipated or encountered (such as when parts need to be ordered).

The CONTRACTOR shall carry a sufficient supply of repair parts and equipment to perform routine overhead door service, and repairs to the brand, types and sizes of doors on the attached location list.

CONTRACTOR will be responsible for sourcing all parts and components necessary to repair overhead doors.

CONTRACTOR will use only new OEM or equivalent new replacement parts and components. CONTRACTOR will warrant all parts, installation, and repairs for a minimum of one (1) year. CONTRACTOR shall warrant his workmanship for two years per the Arizona Registrar of Contractors.

CONTRACTOR will follow and conform to all work methods, safety procedures and operations of best standard and practices of the trade or trades involved in installing and repairing overhead doors. The CONTRACTOR will ensure that all work is performed by personnel skilled in their respective lines of work.

The CONTRACTOR will keep the premises clean of rubbish and debris generated by the work involved and will dispose of all surplus material, rubbish and debris at the CONTRACTOR's expense.

The CONTRACTOR will correct all hazards to employees or the public immediately.

CONTRACTOR will remove or safely store tools, materials or equipment before leaving the site.

The CONTRACTOR will follow all building safety and electrical codes as amended by the City of Chandler.

The City will not be responsible for theft or damage of CONTRACTOR's property.

The CONTRACTOR will make necessary repairs in such a manner that does not damage City property. In the event damage occurs to City property, or any adjacent property by reason of any repairs or installations performed under this Contract, the CONTRACTOR will replace or repair the same at no cost to the City. If damage caused by the CONTRACTOR has to be repaired or replaced by the City, the cost of such work shall be deducted from monies due the CONTRACTOR.

CONTRACTOR shall not subcontract work under this contract.

CONTRACTOR will submit itemized invoices to the City for all work performed under this contract with itemized materials and labor listed separately and clearly. All invoices must have a valid City of Chandler purchase order and ideally this contract number clearly indicated. Hourly rate shall commence upon the CONTRACTOR's arrival at job site, no travel time will be allowed under this contract. A flat rate trip charge, service call fee, or travel time charge will not be allowed under this contract. The hourly rate will commence when the CONTRACTOR arrives at the City job site. The CONTRACTOR shall notify the City contract coordinator by phone upon arrival and upon completion of each service request.

The CONTRACTOR shall hold a current license with the Arizona Registrar of Contractors that is applicable for the performance of this type of commercial work and shall maintain the license throughout the contract period. The potential awardees will be required to submit proof of their current license. There shall be no unsatisfied judgments or liens resulting from complaints against the CONTRACTOR.

EXHIBIT B  
PRICING

Item #	Group 1: Rolling Steel Doors	QTY	UNIT	PRICE
1	(Price per 6 month inspection per door)	2	Insp/Year	\$40.00

Item #	Group 2: Overhead Sectional Fire Doors	QTY	UNIT	PRICE
1	(Price per 6 month inspection per door)	2	Insp/year	\$20.00

Item #	Group 3: Misc. Services and Parts	QTY	UNIT	PRICE
1	Straight Time Hourly Rate, 7AM - 4:30PM, per man	1	Hour	\$75.00 per man
2	Overtime Hourly Rate, per man	1	Hour	\$120.00
	List Hours: 4:30 PM – 6:59 Am (Saturday and Sunday all day)	-	-	-
3	Holiday Hourly Rate, per man	1	Hour	\$120.00
4	Catalog No. _____			
	Percentage off catalog list price for all parts: 25% - Vortex List price			
	65% of Labor and Material.			
	Applicable Tax 8.1%			