



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

49

2. Council Meeting Date:

June 28, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: April 26, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Extend contract for Elevator Maintenance Service (No. BF5-910-2167) to Southwest Elevator Co. for one year in an amount not to exceed \$12,000.

6. RECOMMENDATION: Recommend the extension of contract for Elevator Maintenance Service (No. BF5-910-2167) to Southwest Elevator Co. for one year in an amount not to exceed \$12,000.

7. HISTORICAL BACKGROUND/DISCUSSION: Contract is used for routine elevator maintenance at City buildings for various departments.

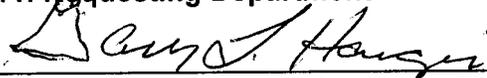
8. EVALUATION PROCESS: In June 2005, a Contract for Elevator Maintenance Service was awarded to Southwest Elevator Co. for one year with option to extend for up to four (4) additional successive terms of one year each. The contractor has agreed to this second extension of the contract without a price increase. Staff has monitored the contract for the past year and is satisfied with the service being provided by Southwest Elevator Co. The contract period will be July 1, 2007 through June 30, 2008. By extending the contract, the City is avoiding administrative costs associated with rebidding.

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 extending the contract for Elevator Maintenance Service (No. BF5-910-2167) to Southwest Elevator Co. for one year in an amount not to exceed \$12,000.

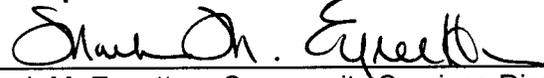
APPROVALS

11. Requesting Department



Gary Hargis, Building Maintenance Superintendent

12. Department Head



Mark M. Eynatten, Community Services Director

13. Procurement Officer



Thomas North, CPPB

14. City Manager



W. Mark Pentz

**CITY OF CHANDLER
SERVICES AGREEMENT
ELEVATOR MAINTENANCE & REPAIR SERVICE CONTRACT – CITY BUILDINGS
AMENDMENT No. 1**

CONTRACT NO: # BF5-910-2167

THIS AGREEMENT is made and entered into this _____ day of ____, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Southwest Elevator, Co. hereinafter referred to as "CONTRACTOR".

WHEREAS, on June 1, 2005, Contractor and City entered into Contract NO. BF5-910-2167 for elevator maintenance service for the City Buildings with a term for one year commencing on July 1, 2005 and with provisions allowing the contract to be extended for four additional one year terms; and

WHEREAS, the parties have agreed to extend the Contract for one more one year term;

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, and agree to amend said Service Contract No. BF6-910-2167 to read as follows:

1. CONTRACT ADMINISTRATOR

- 1.1 CONTRACTOR shall act under the authority and approval of the Building Maintenance Supervisor /designee, to provide the services required by this Agreement.
- 1.2 The CITY reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to the City of Chandler project by the firm during the term of this Agreement.

2. SCOPE OF WORK: CONTRACTOR shall furnish all labor, material and equipment necessary to provide elevator maintenance service for City Buildings all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference.

- 2.1 **Warranty (Equipment).** All equipment supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of one year from the date of acceptance by CITY. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Procurement Officer /designee to determine acceptable completion.

4. FEES: CITY shall pay to CONTRACTOR an amount not to exceed TWELVE THOUSAND Dollars (\$12,000) for the work, which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

5. TERM: The term of this contract is one year commencing on July 1, 2007 and may be extended by mutual agreement of the parties for up to three (2) additional successive terms of one year each.

6. TERMINATION

- 6.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the

suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 6.2. **Termination for Cause:** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

7. GENERAL TERMS

- 7.1. **Entire Agreement:** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 7.2. **Arizona Law:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 7.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

8. CONFLICT OF INTEREST

- 8.1. **No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Sections 38-501, 38-511. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 8.2. **Kickback Termination:** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY'S departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all other parties to the Agreement, unless the notice specifies a later time (A.R.S. §38-511).
- 8.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

9. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Department: Community Services
 Contact: Larry LaMay
 Mailing Address: MS 906, PO Box 4008
 Physical Address: 249 E. Chicago St.
 City, State, Zip Chandler, AZ 85244
 Phone: (480) 782-2501
 FAX: (480) 782-2560

In the case of the CONTRACTOR

Firm Name: Southwest Elevator
 Contact: Todd Cavinder
 Address: 1345 N. Hobson
 City, State, Zip Gilbert, AZ 85233
 Phone: (480) 927-1600
 FAX: (480) 391-0292
 CELL (602) 722-4329

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

10. **FORCE MAJEUR:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
12. **SUBCONTRACTORS:** During the performance of the Agreement, the CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. The addition of any SUBCONTRACTORS shall be subject to the prior approval of the CITY. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the CONTRACTOR.
- 13 **Indemnification**
- 13.1 The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage set forth in this Agreement shall not be construed in any way to limit the scope or magnitude of the indemnity provisions of this paragraph.

- 13.2 **Insurance Representations and Requirements:**

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

13.3 Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

13.4 Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;

- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

13.5 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

13.6 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$2,000,000 or 10% of the contract cost and with a \$4,000,000 aggregate.

13.7 Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

13.8 Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13.9 Contractual Liability

CONTRACTOR shall maintain Contractual Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONTRACTOR, or any person employed by CONTRACTOR, with a claims made policy limit of not less than \$1,000,000.

14. SEVERABILITY AND AUTHORITY

14.1 Severability: If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

14.2 Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR Date

Paul A. [Signature]

Signature

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
1345 N. Hobson St.
Gilbert, AZ 85233

Phone: 480-927-1600

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney *[Signature]*

Secretary

ATTEST:

City Clerk SEAL

**EXHIBIT A
SCOPE
Elevator Maintenance & Repair
BID No. BF5-910-2167**

1. The CONTRACTOR shall furnish all professional services, labor, equipment, tools, insurance, permits and fees, necessary to render the services according to the specifications set forth:

The CONTRACTOR shall provide the City with periodic maintenance inspections and required service calls. Routine maintenance and inspection is required to insure those procedures recommended by the equipment manufacturer's are discharged.

2. Elevators are located at the following addresses:

<u>Item</u>	<u>Location</u>	<u>Qty</u>	<u>Description</u>	<u>Make</u>	<u>Type</u>
1	125 E. Commonwealth (CS)	1 ea	1 stop - Passenger	U.S.	Hydraulic
2	211 E. Boston (FD)	1 ea	1 stop - Passenger	Dover	"
3	250 N. AZ Ave. (Arts)	2 ea	1 stop - Freight	Dover	"
4	22 N. Delaware (Lib)	2 ea	1 stop - 1 Passenger 1 Freight	U.S.	"
5	2347 S. Airport Blvd. (AI)	1 ea	5 stop - Passenger	Dover	"
6	250 E. Chicago St. (PD)	1 ea	1 stop - Passenger	Dover	"
7	200 E. Chicago St. (MG)	2 ea	1 stop - Passenger	Dover	"
8	215 E. Buffalo St. (MS)	2 ea	1 stop - Passenger	Dover	"
9	275 E. Buffalo St. (I.T.)	1 ea	1 stop - Passenger	Otis	"

3. Hours of Work. Mon-Fri, 8:00 A.M. - 5:00 P.M. excluding holidays. CONTRACTOR shall provide prompt emergency call back service at any hour or any day of the week at prices indicated in the price schedule. The CONTRACTOR shall absorb the regular time rate and the City will pay the difference between the regular and the overtime rate for each hour worked. Upon arriving to perform services, the CONTRACTOR shall report to the Building Maintenance Supervisor for all areas excluding the Art Center. Contractor shall report to Art Center Manager or his designated representative for elevators at Art Center. Service report must be signed off by Building Maintenance Supervisor and/or Art Center Manager or their designated representative prior to leaving job site. One copy of the service report shall be left with each department representative.
4. Response Time
Emergency response time shall be no more than one (1) hour for call back service. The regular response time for call back service shall be twenty-four (24) hours.
5. Safety Requirements. In the performance of this contract, the CONTRACTOR shall take such safety precautions as the City may determine to be reasonably necessary. Failure to provide caution at all times may result in cancellation of contract.
6. Emergency Defined. Elevator emergencies are defined as a situation in which injury or loss of life is imminent or the City could lose a substantial amount of money if the situation is not corrected. A person "locked" in an elevator is considered an emergency.
7. Requirements. The CONTRACTOR shall clean, adjust and lubricate the equipment as specified, determine the nature and extent of repair required to restore the elevators to satisfactory service and if the conditions warrant, furnish and install parts. All equipment, materials and installation shall conform to the following codes:

ANSI, A17.1 - The American National Standard Safety Code for Elevators, Dumb waiters, Escalators and Moving Walks.

A17.2 - American Standard Practice for the inspection of Elevators, inspectors Manual.

8. Inspection Frequency. The CONTRACTOR shall once each month inspect, lubricated, and repaired Hydraulic type passenger and service elevators to ensure safe, properly maintained, operable elevators in accordance with manufacturer's recommendations and specifications.

The CONTRACTOR shall provide all annual safety tests from date of contract execution.

9. Hydraulic Elevators. The CONTRACTOR shall maintain the elevator equipment herein described, using skilled maintenance workers under supervision. The CONTRACTOR shall employ all reasonable care to insure the elevator equipment is maintained in proper condition.

The CONTRACTOR shall regularly and systematically inspect, adjust as require, and if conditions warrant; repair or replace: Power Unit, Pump Motor and Controller to include:

- a. Valves, including relief valve, pilot, lowering, leveling and check valves; or any part thereof.
- b. V-Belts, strainers, springs and gaskets.
- c. Controller relays, solid state control components, microprocessor boards, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit.
- d. Plunger guide bearings, packing and packing gland.
- e. Guide rails and guide shoes.
- f. Furnish lubricants which are specially prepared and compound.
- g. Maintain hydraulic fluid at proper operating level.
- h. Make any adjustments, repairs, and replacements, which may be advisable to make before next regular inspections.
- i. Make annual high pressure relief valve and static load test as required by the State of Arizona. Contractor assumes no responsibility for the operation of the hydraulic system under this proposal, until this test has been made. Should the hydraulic system not meet safety requirements, it shall be the responsibility of the City of Chandler to make the necessary repairs and to place said equipment in condition which will be acceptable for coverage under the terms of this building structure resulting from this test, except where a valve test has been successfully made by Contractor during a twelve (12) month period proceeding the effective date of this contract.
- j. Inspect/examine, lubricate, adjust and if conditions warrant, repair or replace all necessary equipment, with exceptions as stated hereinafter.

10. Extent of Coverage:

- a. CAR: Including power door operator, door protective devices, car door hangers, car door contact, car guide shoes including roller guide, and sub flooring.

- b. **HOISTWAY:** Including buffers, guide rails, limit switches, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers, gibs, and auxiliary closer.
- c. **ACCESSORY EQUIPMENT:** Including all accessory elevator equipment installed prior to commencement of this contract unless excluded in the exception paragraph.
- d. **FIXTURES:** Car and hall button stations, master indicator control panels, all signed fixtures including contacts, buttons, key switches and locks, lamps and sockets.
- e. Annual Static load test.

11. **Equipment Performance Standards**

- a. **General.** Contractor shall maintain the car speeds in accordance with the original contract settings. If the actual performance time of the elevator does not correspond with the original time the contractor shall adjust car speeds to meet standards or as described.
- b. **Performance Criteria.** The elevators shall be adjusted to meet the following performance standards and shall maintain these standards for the term of the contract.
 - 1. Floor-to-floor time, shall be as determined from building parameter used from the time a car leaves a typical floor, travels one floor up or down, and the doors are 3/4 open.
 - 2. Door times shall be in accordance with current standards.
 - 3. Leveling accuracy under all load conditions shall be plus or minus 3/8 of an inch.
 - 4. Elevators starting, acceleration, stopping, and leveling shall be smooth and free from jars or bumps. Full speed riding shall be without swaying or vibration. Elevator and door operation shall be quiet. Stop made upon operation of Emergency Stop switch shall be more rapid than a routine stop but not violent. Door pressure shall be maintained below 30 pounds in closing.

12. **Work Excluded from this Contract.**

- a. Repairs required because of negligence, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond Contractor's control except ordinary wear.
- b. Repairs or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish, floor material, hoistway entrance frames, doors and sills, telephone equipment and signal fixture faceplates.
- c. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- d. Lamps for car and machine room illumination.
- e. Hydraulic cylinder and underground piping and casting.
- f. Overtime callbacks are not included in this contract.

13. **Materials to be Furnished**

- a. All parts, materials, lubricants, tools and cleaning supplies to perform the work described herein, shall be furnished by the Contractor except as excluded elsewhere or listed on the list of parts to be prorated which becomes a part of this contract.
- b. All material, parts and lubricants used in the performance of this contract shall be new and unused, and shall meet the standards of quality and performance recommended by the manufacturer of the equipment to be serviced.

14. Report of Inspection. Upon completion of services, The CONTRACTOR shall furnish a written report of each inspection to the City of Chandler. Such reports shall advise of any repairs or repair parts not required to be furnished under the contract that are necessary to maintain the equipment in perfect operating condition.
15. Records and Reports.
 - a. The CONTRACTOR shall keep an approved copy of all work schedules on display in the respective elevator equipment rooms. The schedules will be maintained throughout the year and used as a guide and checklist by the serviceman who shall initial this form when scheduled inspections are performed.
 - b. The CONTRACTOR shall maintain an accurate and complete log of all work performed in addition to routine inspections. The log, which shall also be kept in the equipment room, shall include emergency call back service describing the nature of all complaints and their resolution.
16. Miscellaneous.
 - a. The CONTRACTOR shall maintain a complete inventory of replacement parts in stock to properly repair the elevators within a 72-hour period from time of shutdown. Inventory to include complete set of printed circuit boards for microprocessor based control systems.
 - b. The CONTRACTOR shall own appropriate diagnostic tools with capability to perform a complete system evaluation. Contractor will be expected to use modern during regular service inspections.
 - c. The CONTRACTOR shall maintain a complete service route within a five-mile radius of any City of Chandler elevator.

**EXHIBIT B
PRICING**

Evaluation Tabulation Elevator Maintenance & Repair			
		VENDOR:	Southwest Elevator
Price Schedule			Unit Price per each
Ln	Description	Qty	Per Month
1	U.S. 1-stop 125 E. Commonwealth (Comm. Svcs)	1 X	\$ 74.05
2	Dover 1-stop 211 E. Boston (Fire)	1 X	\$ 74.05
3	Dover 1-stop 250 N. AZ Ave. (Arts)	2 X	\$ 74.05
4	U.S. 1-stop 22 N. Delaware (Library)	2 X	\$ 74.05
5	Dover 5-stop 2347 S. Airport Blvd. (Airport Tower)	1 X	\$ 74.05
6	Dover 1-stop 250 E. Chicago St. (Police)	1 X	\$ 74.05
7	Dover 1-stop 200 E. Chicago St. (Courts)	2 X	\$ 74.05
8	Dover 1-stop 215 E. Buffalo St. (Municipal Svcs)	2 X	\$ 74.05
9	Otis 1-stop 275 E. Buffalo St. (Information Technology)	1 X	\$ 74.05
City to be provided a 10 % discount on parts from manufacturers list (if needed)			
Regular hourly rate \$ 134.15 /hr.			
Overtime hourly rate \$ 268.30/hr.			
Note: All routine maintenance and repair shall be performed during normal working hours and shall be included in the monthly rate.			
<u>Warranty</u>			