

RESOLUTION NO. 13-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AWARDED THE BID OF THYSSENKRUPP ELEVATOR CORPORATION, FOR A CITY OF KEY WEST ELEVATOR/LIFT MAINTENANCE AND SERVICE CONTRACT IN RESPONSE TO INVITATION TO BID (ITB) #13-013; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of ThyssenKrupp Elevator Corporation, for the Elevator/Lift Maintenance and Service, in response to ITB #13-013, is hereby awarded.

Section 2: That the City Manager is authorized to execute a contract with the vendor, in substantial conformance with the bid documents, upon the advice and consent of the City Manager.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7 day of May, 2013.

Authenticated by the presiding officer and Clerk of the Commission on May 8, 2013.

Filed with the Clerk May 8, 2013.

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Bob Vitas, City Manager

FROM: Greg Veliz, Community Services Director

VIA: David Fernandez, Assistant City Manager- Operations
Mark Finigan, Assistant City Manager- Administration

DATE: April 4, 2013

SUBJECT: Awarding the Bid of ThyssenKrupp Elevator Corporation for Elevator/ Lift Maintenance, Service, and Inspection

ACTION STATEMENT: Resolution awarding ITB # 13-013 Elevator/Lift Maintenance, Service, and Inspection to ThyssenKrupp Elevator Corporation and authorizing the City Manager to enter into a five (5) year contract as per the provisions of the bid specifications.

BACKGROUND: The City of Key West is committed to providing its citizens and visitors alike with safe reasonable accommodation and access to all public facilities in accordance with the Americans with Disabilities Act (ADA). In City elevator/ lift equipped facilities, it is necessary to retain the services of a qualified firm to inspect, maintain, and repair these elevators and lifts.

PURPOSE & JUSTIFICATION: On April 3, 2013, the City received one (1) bid for ITB # 13-013 Elevator/Lift Maintenance, Service, and Inspection from ThyssenKrupp Elevator Corporation. This bid was considered responsible and responsive. Staff contacted other entities that use ThyssenKrupp Elevator Corporation as their maintenance contractor and determined the proposed prices were reasonable and fair within industry standards for similar types of services.

OPTIONS:

1. Award ITB # 13-013 Elevator/Lift Maintenance and Service to ThyssenKrupp Elevator Corporation.
2. Do not award ITB # 13-013 Elevator/Lift Maintenance and Service to ThyssenKrupp Elevator Corporation. This action may compromise the City's ability to provide reasonable accommodation and access to all public facilities in accordance with the Americans with Disabilities Act (ADA). Additionally mechanical safety issues may also arise.

Key to the Caribbean - Average yearly temperature 77° F.

FINANCIAL IMPACT: Elevator repair and maintenance is listed as line items under the .46, Repair and Maintenance, account of the respective department.

RECOMMENDATION: Staff recommends approval of Option #1.

CONTRACT

This Contract, made and entered into 15th day of January 2014,
by and between the City of Key West, hereinafter called the "Owner", and
ThyssenKrupp Elevator Corporation, hereinafter called the "Contractor";

Terms of Contract

This contract is for a five year period beginning 15th day of January 2014. In the event of conflict between this contract or any part of this contract with other articles, terms, conditions, contract documents, or Invitation to Bid #13-013, this contract shall be final.

Termination of Agreement

In the event of nonperformance on behalf of the CONTRACTOR, OWNER shall have the right to terminate this agreement with thirty (30) days written notice, provided, however, CONTRACTOR shall be afforded thirty (30) days to remedy any alleged nonperformance. CONTRACTOR must be notified in writing of specific nonperformance.

Annual Price Adjustments

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the CONTRACTOR. All price adjustments shall be reviewed by the OWNER's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract, and approved by the City of Key West City Commission.

Scope of Work

CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation, fuel costs, services, supervision, engineering expertise, and performing all operations required to properly service, repair, maintain and inspect the designated proprietary and non-propriety elevators/ lifts owned and/or operated by The City of Key West. This also includes sump area lighting repairs and replacements, annual sump cleaning, and sump pump repairs and replacement.

CONTRACTOR shall provide a detailed independent/ third party elevator inspection report for the OWNER's properties as outlined by American National Safety Code for Elevators and Escalators, ANSI A 17.1 and the State of Florida, Department of Business and Professional Regulation Bureau of Elevator Safety statutes pursuant to the latest revision of Florida Chapter 399.061 Elevator Safety Codes. This detailed independent/ third party elevator inspection report must cite the safety code violation number and description of violation if the safety of any elevator is found to be non-compliant with statutory requirements. This inspection service shall include all necessary administration, insurance, examination, and overhead cost.

CONTRACTOR shall also provide all state required tests per ASME/ ANSI A17.1 codes. These costs shall be included in the monthly maintenance fees. CONTRACTOR shall forward a copy of all results and inspections to Brett Wright, Facilities Maintenance Supervisor, P.O. Box 1409, Key West, FL 33041-1409.

The OWNER shall review with the CONTRACTOR all work to be accomplished to preclude any misunderstandings as to the extent and quality and/or quantity of the work.



All work shall conform to all State of Florida regulations and requirements and all existing City and County Codes and regulations. The work must be accomplished with professional methods and standards of the trade.

The OWNER reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies through separate procurement actions due to unique or special needs, as determined at the sole opinion of the OWNER.

Service Performance

Services as described herein shall include performance of all required preventive maintenance services, inspections, repairs and modification of equipment as prescribed by the original elevator manufacturer's specifications and instructions, to maintain each elevator's operating condition at the designed efficiency and capacity.

The Contractor shall, in accordance with the manufacturer's instructions and specifications, regularly and systematically examine, adjust, lubricate, repair and do all other prescribed maintenance and periodic inspections to keep the elevator and it's equipment components functioning properly and at the designed efficiencies and capacities, and shall maintain continuous equipment maintenance records of all performed maintenance, inspections, and services in accordance with the intent of these specifications.

1. All service, standard and special, will be performed so as to minimize interruptions of the normal operations of the City of Key West facilities served.
2. All work will be performed in a safe manner in accordance with the current state of the art elevator service/maintenance procedures and techniques.
3. After performance of service at any location, an inspection/service report shall be completed by the Contractor and co-signed by owner representative if available.
4. The Contractor shall maintain an accurate and complete log for all work, including monthly fire service Phase I and II performed on each conveyance system. Separate logbooks (provided by Contractor) shall be maintained in elevator machine rooms or main office in the following facilities:
 - Key West Police Department Main Station
 - Old City Hall
 - Key West DOT
 - Key West Park N Ride
 - Key West Ferry Terminal
 - Douglass Gym
 - Clayton Sterling Baseball Complex
 - Martin Luther King Jr. Community Pool
 - Bayview Park (mobile lift unit)

Logbooks shall document all services performed at each location. These logbooks are official records and shall be maintained in a clean, neat, and legible manner. At a minimum the following information shall be recorded:

- Date of Service
- Service performed
- Name of technician rendering service

5. Contractor shall maintain an as-built record of all system modifications. This record shall be made available to the OWNER upon request.

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6. The Contractor shall have a certified elevator technician on site within four (4) hours or less upon notification of a problem. If the technician is not able to meet this response time, the Contractor shall communicate with the authorized OWNER representative as to the delay and convey an accurate time of arrival of the technician to the site of the problem.

7. The Contractor will correct all failures and have the elevator operational the same day the Contractor received notification of the failure. If the elevator is not back in service due to the Contractor's failure to respond, the OWNER shall request that the Contractor credit the OWNER in the following month, the amount of the monthly maintenance payment allocable to the elevator, prorated for the period the elevator is out of service beyond such time. This provision shall not apply to prescheduled repairs, or repairs delayed for causes beyond the Contractor's control. Delays beyond the Contractor's control must be communicated in writing to the authorized OWNER representative.

8. Invoices shall be submitted listing a breakdown of cost for each elevator by serial number. Any additional charges for services not covered under this contract must be approved prior to commencement of such work. Failure to receive prior authorization shall relinquish the OWNER from any additional payments. A list of authorizing OWNER representatives will be provided upon award of contract.

Identification

CONTRACTOR, subcontractors, and their employees are required to have visible, personal identification and the CONTRACTOR's company name displayed on their shirts.

Detail of Specifications

"STANDARD SERVICE" REQUIREMENTS: The following sections describe Standard Service preventive maintenance and inspection services and schedules required of the Contractor.

1. Inclusions: Except as specifically excluded, Contractor shall be responsible for providing all services, materials, labor, supplies, tools and equipment necessary to:

- Maintain the elevators and associated equipment in a safe, clean, quiet and smooth-riding condition.
- Repair or replace any malfunctioning part.
- Maintain elevator monitoring systems.
- Perform elevator examinations at the intervals specified for each elevator.
- Perform all inspections and maintenance operations specified.
- Perform all tests required by regulations or specified.
- Ensure performance with respect to door operation, landing accuracy and rated speed complies with specifications.
- Complete all repairs and corrections required by the annual inspection report in a timely fashion to meet the compliance date on the report. Verification of the work shall be submitted in writing to City of Key West Facilities Maintenance Team.

2. Exclusions: Contractor shall not be responsible for:

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2.1 Repairing, refinishing, or replacing of cab enclosures, cab floors, cab door panels, hoistway door panels, frames and sills, hydraulic cylinders, main power disconnect switches and feeder to the controller.

2.2 The costs of materials and labor for:

- The installation of any new attachments or features.
- Any parts or items damaged or made defective by misuse, fire, theft, water, or an Act of God.

3. Removal of Elevators from Contract: In the event a building is vacant or unoccupied for a period of time or if an elevator is replaced or remodeled (and subsequently covered under remodeler warranty) OWNER will, at its discretion, notify the Contractor to suspend or discontinue Standard Service for that elevator and may remove it from the Contract. In such cases, the annual Standard Service rate shall be reduced proportionately to reflect the period of suspended or discontinued service. The OWNER reserves the right to reapply Standard Service for that elevator upon completion of the remodeler warranty period.

4. Schedule: Elevators are to be examined by the Contractor at the intervals specified. Elevator examination intervals vary. They are monthly, quarterly, semi-annually, and annually. On the date Contractor examines or performs service, all services performed shall be recorded in the logbook kept in the elevator machine room or building main office. The following schedule constitutes the minimum frequency of services required.

4.1 Monthly Services

- 4.1.1 Ride each car; check operation of car and hoistway doors. Check acceleration; deceleration, floor stops, leveling, and brake action. Make required corrections.
- 4.1.2 Inspect and wipe clean all motors, machines and generators.
- 4.1.3 Inspect controllers, selectors and governors.
- 4.1.4 Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
- 4.1.5 Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes.
- 4.1.6 Clean direction and accelerating switches.
- 4.1.7 Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- 4.1.8 Clean machine room and hoistway pit. Deliver any keys or other property recovered from the pit to the authorized OWNER representative.
- 4.1.9 Check floors for missing indicator plates, arrows, buttons, or other parts and replace.
- 4.1.10 Replace or repair all non-functional lamps.
- 4.1.11 Inspect door monitoring equipment and safety edge units. Clean, lubricate adjust or repair. Clean door-sills.

4.2 Quarterly Services

- 4.2.1 Clean and inspect equipment in hoist way.
- 4.2.2 Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings and rubbing surfaces for cleanliness and wear.
- 4.2.3 Inspect all door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and locks. Clean, lubricate, adjust or replace.

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- 4.2.4 Examine all wire ropes and fastenings, check and adjust rope tension.
- 4.2.5 Examine traveling cables for wear and position.
- 4.2.6 Examine counterweight. Tighten all loose bolts
- 4.2.7 Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
- 4.2.8 Check car position indicators for proper operation, repair as necessary.
- 4.2.9 Inspect and clean car guides. Replace worn and cracked parts.
- 4.2.10 Check, clean, repair, or replace car fan motors for proper operation.
- 4.2.11 Blow out and vacuum clean controller, motors and motor generator sets.
- 4.2.12 Check, repair, or replace the oil return system.
- 4.2.13 Inspect and maintain any equipment located in a remote area such as a rooftop enclosure. Such service shall be recorded in the logbook kept in the elevator machine room.

4.3 Semi-Annual Services

- 4.3.1 Check for proper run-by and make adjustments as required by code.
- 4.3.2 Check bearings for proper operations and wear.
- 4.3.3 Examine machine gear teeth for cutting or noise.
- 4.3.4 While riding on top of cars, physically check condition and operation of door locking equipment.
- 4.3.5 Perform electrical test of door interlock circuits.
- 4.3.6 Examine door locks and door closer equipment. Clean door channels.
- 4.3.7 Examine car and counterweight guide shoe and fastening.
- 4.3.8 Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- 4.3.9 Remove car station cover, blow out; clean switches and buttons.
- 4.3.10 Monitor oil level in reservoir for hydraulic elevators. Note date and amount of any oil added in machine room maintenance record.
- 4.3.11 Test Fire Service operation and record test on the machine room maintenance record.

4.4 Annual Services

- 4.4.1 Each summer, or at another time designated, the Contractor shall make reasonable efforts to restore the elevator to its original safe operating condition and appearance and shall have a major preventive maintenance program to include all contactors, relays, switches, timing adjustments, electrical components and parts, including door operators, door tracks, hoist motors, cables, indicating lamps, and call buttons.
- 4.4.2 Examine, clean with proper solution, and repair as necessary, commutator, brushes and brush holders of all small control motors and regulators.
- 4.4.3 Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, adjust, repair or replace, as necessary.
- 4.4.4 Check, clean and adjust operation of slow down and limit switches.
- 4.4.5 Examine, clean and adjust all moving parts of governor and safety for free operation.
- 4.4.6 Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.
- 4.4.7 Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
- 4.4.8 Overhaul machine brake, including disassembly, cleaning, replacement of worn components, re-assembly and re-adjustment.



- 4.4.9 Provide five year full-load governor and safety test per State Elevator Code, if required during the Contract term.
- 4.4.10 Clean and lubricate hoistway door hangers, track and door arms.
- 4.4.11 Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
- 4.4.12 Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
- 4.4.13 Perform a complete systems check of all logic features and/or programs as determined by the OWNER.
- 4.4.14 Test emergency power operations in accordance with ANSI A 17.1 safety code for Elevators and Handicap Lifts at a time as determined by the OWNER.
- 4.4.15 Test automatic dialing communication systems/emergency phones in elevator cars and maintain, repair, or replace as originally installed.
- 4.4.16 Inspect and test all elevators as per ANSI A 17.2.
- 4.4.17 Inspect equipment for rust and corrosion. Clean and paint rusted equipment.

5. Examinations, Notifications and Inspections:

- 5.1 Contractor shall immediately notify the Authorized OWNER Representative when any parts or components within the elevator system may require repair, modification or replacement, or when any condition requires the attention of the OWNER.
- 5.2 Should a failure to, or in, the elevator system occur due to the failure of the Contractor to make such repair, modification or replacement, Contractors shall be liable for any and all costs incurred by the OWNER to return the elevator to the original safe operation condition.
- 5.3 Should a failure to, or in, the elevator system occur because the Contractor did not notify the Authorized OWNER Representative, the Contractor shall be liable for any and all costs incurred by the OWNER to return the elevator to the original safe operation condition.
- 5.4 The Authorized OWNER Representative shall have the option to contract with another competent, certified Contractor for service to an elevator if Contractor is unable to repair the elevator for any reason.
- 5.5 Inspections: If the OWNER questions the level of the Contractor's performance, a third party hired by the OWNER, may be called in to inspect and to verify possible negligence on the part of the Contractor. If the alleged negligence is verified, the costs of such inspection and corrective action shall be borne by the Contractor.

"OTHER SERVICE" REQUIREMENTS: The following sections describe requirements of the Contractor for work performed under the Contract as Other Service, as distinguished from Standard Service.

6. Other Service Work shall include, but not be limited to:

- 6.1.1 Repairing, resetting, adjusting or replacing elevator components or associated equipment necessary resulting from misuse, fire, water, theft, or an Act of God.
- 6.1.2 Upon OWNER Representative's request be present at specific times to ensure proper operation of elevators during special events.
- 6.1.3 Upon OWNER Representative's request, repair or replace elevator components excluded from Standard Service.
- 6.1.4 Upon OWNER Representative's request, perform services to improve or upgrade elevator components.



6.2 Contractor shall be paid for time spent on site by Contractor's employees performing Other Service work at the hourly rates established by the Contractor's rates referenced on the bid form.

6.3 Contractor shall be paid for parts and materials purchased by the Contractor to complete Other Service work at market prices as established by invoices. No mark up of prices by the Contractor shall be allowed.

6.4 When the OWNER Representative has approved equipment rental in advance, the Contractor shall be paid for rental of equipment necessary to perform Other Service work at market prices as established by invoices, with an allowable mark up by the Contractor not to exceed 15%. Contractor shall supply normal tools of the trade without cost to the OWNER.

In order to facilitate security and access, the CONTRACTOR must notify the OWNER before work is performed. The OWNER will provide an escort to accompany the CONTRACTOR or CONTRACTOR's representative.

Inspection:

1. CONTRACTOR shall provide a detailed independent/ third party elevator inspection report for the OWNER's properties as outlined by American National Safety Code for Elevators and Escalators, ANSI ASME A 17.1 and the State of Florida, Department of Business and Professional Regulation Bureau of Elevator Safety statutes pursuant to the latest revision of Florida Chapter 399.061 Elevator Safety Codes.
2. This detailed independent/ third party elevator inspection report must cite the safety code violation number and description of violation if the safety of any elevator is found to be non-compliant with statutory requirements.
3. This inspection service shall include all necessary administration, insurance, examination, and overhead cost.
4. CONTRACTOR shall also provide all state required tests per ASME/ ANSI A17.1 codes. These costs shall be included in the monthly maintenance fees.

Maintenance and Service:

1. All parts shall be as specified by the manufacturer.
2. CONTRACTOR shall ensure conditions on the work site reflect good housekeeping and safety practices.
3. All work and parts shall be warranted for a period of one (1) year. Any additional warranty by the manufacturer will be forwarded to the OWNER.
4. All services provided Monday through Friday (7:00 A.M. through 4:00 P.M.) will be paid at the specified hourly rate. All other work performed will be paid at the specified overtime rate.
5. CONTRACTOR shall regularly and systematically examine, adjust, lubricate, and if conditions warrant, repair or replace all normal replaceable or worn parts.
6. CONTRACTOR shall include the cost to perform full load safety tests if applicable and as required by the State of Florida and shall submit results of the test to the applicable departments to include a copy for the OWNER.

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7. CONTRACTOR shall renew all wire ropes as often as necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, repair or replace conductor cables, hoist way, and machine room elevator wiring.
8. CONTRACTOR shall furnish and use lubricants as specified by the manufacturer as need for each application.
9. CONTRACTOR shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed and to perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.
10. CONTRACTOR shall, where applicable, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed.
11. CONTRACTOR shall maintain cabinets for orderly storage of replacement parts in machine and storage of original engineering wiring diagrams.
12. CONTRACTOR shall maintain a supply of contacts, coils, leads, and generator brushes, lubricants, wiping cloths and other minor parts in each elevator machine room for the performance of routine preventive maintenance at no additional cost to the OWNER.
13. CONTRACTOR shall maintain a supply of replacement parts in his warehouse inventory at no additional cost to the OWNER. This inventory shall include but not be limited to : generator rotating elements, door operating motor, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers, rollers, hoist way switches, and microprocessors where required. If repair parts are not available within 24 hours, the CONTRACTOR must inform the OWNER of the supply lead time and estimated delivery date.
14. CONTRACTOR shall test relief pressure of hydraulic elevators annually.
15. CONTRACTOR shall check and maintain proper fluid levels in hydraulic motors and systems.
16. CONTRACTOR will include emergency minor adjustments call back service during regular working hours.
17. CONTRACTOR will be responsible for all equipment meeting all requirements directed by the governmental authorities.
18. CONTRACTOR shall provide, when requested by the OWNER, background information (training/schooling) of persons servicing OWNER's equipment.

Dispatch of Work

Service calls will be dispatched by means of telephone calls from the OWNER's Facilities Maintenance Team. A service order number will be issued by the OWNER for each service request and will be noted on the CONTRACTOR'S service order form. A copy of routine checks and maintenance forms and/or service order forms (completed) from the CONTRACTOR will be left at the facility with an OWNER's representative. Also, copies of each will need to be attached and accompanied by the monthly billing invoices.

The CONTRACTOR shall respond to the facility requiring services as follows:

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1. Emergency service as determined by OWNER will be responded to within 4 hours from the time of notification.
2. Non-emergency service will be noted on the request for service and will be responded to within twenty-four (24) hours or as determined by the OWNER.

For each facility covered by this agreement, the CONTRACTOR shall submit an itemized "Not to Exceed" price giving a full description of the work required prior to issuance of a purchase order. CONTRACTOR will receive a purchase order from the OWNER covering all facilities before commencing work.

Standard hours/non-standard hours:

All services provided Monday through Friday (7:00 A.M. through 4:00 P.M.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standards specified hourly rate. Non-standard working hours are those before 7:00 A.M. or after 4:00 P.M. and at any time on Saturday or Sunday. Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written or emailed authorization by the Director of Community Services or his designee. CONTRACTOR may elect to perform work after standard working hours for his/her convenience. This is permissible as long as the OWNER does not incur any additional expense and authorizes the work.

Execution of Work

Once the contract is mutually signed, the OWNER will issue a notice to proceed. The CONTRACTOR must provide the OWNER with an estimate of the useful life left in each unit within 45 days of the contract execution. This estimate will be used to properly resource replacement equipment and in no way is a guarantee of equipment functionality from the CONTRACTOR to the OWNER. The CONTRACTOR will also provide the OWNER a maintenance schedule for all elevators/ lift within 45 days of the contract execution.

In order to facilitate security and access, the CONTRACTOR must notify the OWNER before any work is performed. The OWNER will provide an escort to accompany the CONTRACTOR or CONTRACTOR's representative. If repairs cannot be accomplished within 24 hours, the CONTRACTOR must provide the OWNER with a report stating the description of the delay, parts or labor required, estimated cost, and estimated time of completion.

CONTRACTOR will notify proper personnel before turning off any power. Proper lock out/ tag out procedures must be used. Furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition. All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

CONTRACTOR assumes full responsibility for completion of the services stipulated for Elevator/ Lift Inspection, Maintenance, and Service.

Liquidated Damages

In the event the CONTRACTOR fails to complete the work within the time limit or extended time limit agreed upon, Owner and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay Owner \$500.00 per day for each day that expires after the time specified.



Neither party hereunder shall be liable for consequential damages.

Parts and Materials

All parts and materials to be utilized shall conform to standards of the trade, manufacturer's recommendations, and be acceptable to the OWNER. The cost of parts and materials shall be based on the CONTRACTOR's wholesale price from the supply house plus a maximum of a 15% mark-up. (A mark-up on sales tax will not be allowed). The CONTRACTOR's invoices shall clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted with the CONTRACTOR's invoice.

Invoices will be spot-checked and verified through a quote procedure to verify that the OWNER is receiving the best possible pricing for these products.

NOTE: All invoices shall be billed on a cost plus basis.

Changes - Service Contracts

Additions/ Deletions: Additional facilities may be added/deleted to this specification with a written agreement between the OWNER'S representative and the CONTRACTOR. The cost for adding an additional facility shall be for the amount equal to that for servicing a comparable elevator/lift.

The OWNER may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified. The CONTRACTOR shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The OWNER assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

Invoices

CONTRACTOR agrees that bills and invoices for fees or other compensation services or expense shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting work. Invoices shall be submitted to the Accounts Payable Department- pay shall be made within 45 days from receipt of invoice.

Insurance and Indemnification

Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other



provision of the Contract, the **CONTRACTOR** shall provide the minimum limits of liability insurance coverages as follows:

| | | |
|--------------------------------------|--------------------|-----------------------------|
| Auto Liability | \$1,000,000 | Combined Single Limit |
| General Liability | \$2,000,000 | Aggregate (Per Annum) |
| | \$2,000,000 | Products Aggregate |
| | \$1,000,000 | Any One Occurrence |
| | \$1,000,000 | Personal Injury |
| | \$ 300,000 | Fire Damage/Legal |
| Additional Umbrella Liability | \$_,000,000 | Occurrence/Aggregate |

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on all policies – excepting Professional Liability, if required - on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at least as broad as **CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING a "Waiver of Subrogation" clause in favor of City of Key West on all policies. The additional insured is defended and indemnified for claims to the extent caused by Vendor/Contractor's acts, actions, omissions or negligence; but is not defended or indemnified for its own acts, actions, omissions, negligence or bare allegations. The waiver of subrogation is limited to the extent any claim is caused by Vendor/Contractor's acts or negligence. **CONTRACTOR** will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONTRACTOR** who is performing any labor, services, or material under the Contract. Further, **CONTRACTOR** shall additionally maintain the following minimum limits of coverage:

| | |
|--|-------------|
| Bodily Injury Each Accident | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit | \$1,000,000 |

If the work is being done on or near a navigable waterway, **CONTRACTOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **CONTRACTOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy

number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0224, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONTRACTOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR.**

The **CONTRACTOR** has no professional liability requirement.

Indemnification

To the fullest extent permitted by law, the **CONTRACTOR** expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from any and all liability for damages, including if allowed by Law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by **CONTRACTOR** or its Subcontractors, material men, or agents of any tier or their employees, arising out of this Agreement or its performance, excluding any such damages arising in whole or in part by the indemnitee's own acts, omission, neglects, bare allegations or default, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of **CONTRACTOR** or its subcontractors, material men, or agents of any tier or their respective employees.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the **CONTRACTOR** under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the **CONTRACTOR** or of any third party to whom **CONTRACTOR** may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Handwritten signature in black ink and a blue circular stamp or seal.

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION,

Key West, Florida to the extent of the Bid made by the Contractor, dated the 2nd day of April, 2013, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT and the SPECIFICATIONS for the ELEVATOR/ LIFT MAINTENANCE, SERVICE, AND INSPECTION, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

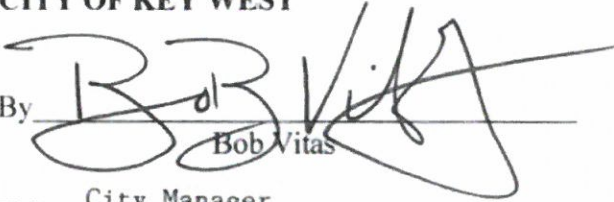
The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.



IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

15 day of January, A.D., 2014.

CITY OF KEY WEST

By  _____
Bob Vitas

Title City Manager
City Manager, City of Key West, Florida

CONTRACTOR: ThyssenKrupp Elevator
Americas

By  _____
Adam Luckey

Title Branch Manager

APPROVED AS TO FORM

Attorney for Owner

* * * * *