

**GENERAL SERVICES CONTRACT
(CONTRACT NO. 0118-1720)**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Mowrey Elevator of Florida, Inc., a Florida profit corporation ("CONTRACTOR"). In consideration of the mutual covenants herein contained, the CITY and CONTRACTOR (collectively, the "Parties") agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide elevator maintenance, inspection, and repair services at various CITY facilities further described in **Exhibit A**, attached.

Section 2. *Reserved.*

Section 3. Fees and Payments; Limitations.

(a) The CITY will pay CONTRACTOR a monthly Fee based on the services provided, in accordance with the unit prices contained in the Bid Schedule, attached as **Exhibit B**, subject to certain deductions authorized in **Exhibit A**. Total fees to be paid to CONTRACTOR under this Contract are not anticipated to exceed \$23,770.00 during the Initial Term or any Renewal Term.

(c) The monthly Fee will be CONTRACTOR's sole compensation for the services provided. CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR will submit invoices only for services provided and accepted in accordance with the requirements of this Contract. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the Effective Date.

(b) The CITY will pay for services provided by CONTRACTOR during the period billed, provided that CONTRACTOR that such services are properly reflected on CONTRACTOR's invoice.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Additional requirements for invoicing and billing are referenced in **Exhibit A**.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify

and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required; or, if this Contract is terminated prior to completion of service, immediately upon termination.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2017).

Section 9. Effective Date; Initial Term; Renewal Terms. The Effective Date of this Contract is August 16, 2018, or the date on which the last Party signs it, whichever is later. The Initial Term of this Contract is 1 year, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to

4 Renewal Terms of 1 year each. The CITY will provide CONTRACTOR written notice of renewal at least 60 days before the end of the current Term, unless waived by CONTRACTOR.

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract due to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), below, before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Agreement will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Contract upon CONTRACTOR's breach without providing CONTRACTOR an opportunity to remedy the breach as referenced immediately above, if CONTRACTOR or any of CONTRACTOR'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. The CITY may also terminate this Contract immediately based on the conditions referenced in Section 19(e). The termination provided for in this Subsection 10(a)(3) will be effective immediately upon providing CONTRACTOR written notice.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in Subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. The CITY may suspend CONTRACTOR's services if the notice of material breach provided pursuant to Section 10(a)(2), above, so directs. The CITY may also suspend CONTRACTOR's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing CONTRACTOR written notice of suspension. CONTRACTOR will suspend activities immediately

upon receipt thereof; and in such instance CONTRACTOR's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) **Coverage and Amounts.**

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

(2) **Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR's Commercial General Liability insurance policy will provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in CONTRACTOR's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent will be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer will waive its rights of subrogation, if any, against the CITY on each of the foregoing types of required insurance coverage.

(b) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) **Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense of CONTRACTOR fails to do so.

(d) **Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Notice; Designated Representatives.

(a) **Notices.** Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving email followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
The City of Daytona Beach
Attn: Joe Paul, Operations Project Mgr.
950 Bellevue Avenue
Daytona Beach, FL 32114
Email: pauljoe@codb.us

To CONTRACTOR:
Mowrey Elevator Company of Florida, Inc.
Attn: Wade Battle, Account Manager
4518 Lafayette Street
Marianna, FL 32446
Email: wbattle@mowreyelevator.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

(b) **Designated Representative.** The person designated for receipt of a Party's notice above, will be that Party's Designated Representative for purposes of this Contract; provided, however, that at the

option of the City Manager for the CITY, the City Manager is authorized to act as CITY's Designated Representative.

Section 15. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract. Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 19. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract. CONTRACTOR warrants that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract. CONTRACTOR further warrants that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. A breach or violation of these warranties is a material breach, conferring upon the CITY the right to immediately terminate this Contract as referenced in Section 10(a)(3).

(f) **Bankruptcy.** Contractor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any valid liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, same will constitute a material breach of CONTRACTOR's obligations under this Contract.

(g) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion sex, national origin, disability, age, or veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion sex, national origin, disability, age, or veteran status sex. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion sex, national origin, disability, age, or veteran status. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Proposal; Order of Precedence.** The CITY's Invitation to Bid 0118-1720 (the "ITB") and the CONTRACTOR's responsive proposal (the "Proposal") are incorporated herein by reference as **Composite Exhibit C**. **Composite Exhibit C** is not attached, but will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern. In case of conflicts between any Exhibit and the provisions of this Contract, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: James V. Chisholm

James V. Chisholm, City Manager

Date: 9-5-18

Attest: Letitia LaMagna

Letitia LaMagna, City Clerk

Approved as to legal form:

By: Robert Jagger

Robert Jagger, City Attorney

CONTRACTOR

By: Wade Battle

Printed Name: Wade Battle

Title: Account Manager

Date: 7/12/18

EXHIBIT A: Scope of Services

1.1 Minimum Requirements

Specifications outlined in this bid are minimum requirements for service

1.2 Facilities

Elevator maintenance and inspection will include all City of Daytona Beach facilities that have an elevator.

1.3 Elevator Inspection Requirements

1.3.1 Inspection will consist of a total system inspection, lubrication and adjustment including but not limited to:

1. Control and landing positioning
2. Signal fixtures
3. Machine drives, motors, governors, sheaves and ropes
4. Power units, pumps, valves and jacks
5. Car and hoistway door operation and protection equipment
6. Load weighers, car frames, and platform counterweights
7. Safety Mechanisms
8. Cables
9. Other applicable systems
10. Perform and maintain record of completion of monthly maintenance of firefighter services per ASME
11. Replace cab lighting

1.3.2 All equipment listed in the bid will be inspected monthly. Times will be verified below. Times will be verified based on time sheet submittal for each elevator service as requested.

1.3.3 The City will contract with a third party independent inspector for the purpose of state compliance, and the elevator maintenance contractor will work in conjunction with all parties required to perform annual inspections and/or tests. This will include City personnel, elevator inspectors, safety system personnel, fire protection personnel, or other system contractors as required by the State of Florida. This will apply to all of the following.

1. Annual mechanical/electrical inspection
2. Governor and safety tests, as applicable
3. Hydraulic relief pressure test, as applicable
4. Other government mandated tests

1.4 Elevator Maintenance

1.4.1 Contractor will systematically examine, and if conditions warrant, repair or replace all parts thereof including the following: replace cab lighting, elevator pump, motor, plunger packing, v-belts, strains, valves, regulators, controllers including relays, contacts, timers, coils, hydraulic oil, reservoir tank, pumps, pressure controllers magnet frames and control wiring on a monthly basis. Re-lamp all signals during regular service visits only.

1.4.2 Contractor will repair and/or replace traveling cable when necessary; replace car guide shoes, guides, and/or rollers when necessary to insure proper operation, and keep the guide rails properly lubricated, when applicable.

1.4.3 Contractor will program and/or reprogram the elevators as needed. Contractor will have the capability to maintain and service any telephone wiring between the cab and control board.

1.4.4 The following accessory equipment will be examined, lubricated, adjusted, repaired and/or replaced by the Contractor; door operator, car hoistway door hangers and tracks, car door contacts, and door protective devices, all guides, car and corridor operating stations, car fans, alarm bell, drainage facilities for any pits and buffers.

1.4.5 The Contractor will make all repairs necessary due to normal wear and tear. **The City will pay for repairs due to abuse or misuse** and will obtain competitive prices for repair of this nature. The Contractor will notify the City in advance of such needed repairs and will provide a written estimate of cost. **The Facilities Maintenance Division will be notified before any work other than general contracted maintenance occurs.**

1.4.6 Contractor will furnish all materials, labor, supervision, tools, supplies, and equipment necessary to provide full maintenance to keep the elevators in continuous use at their established capacity and efficiency for their intended purpose.

1.4.7 Service and inspections will be completed during business hours of the specific location where the equipment is located. Business hours will be defined as 8:00 AM to 5:00 PM Monday thru Friday (excluding City holidays.) If service/repair is going to disrupt normal business of the building, the Facilities Maintenance Division will be contacted in advance to determine the best time to complete the service and or repair.

1.4.8 The service technician/inspector and the Facilities Maintenance Division, or designee, will sign off the inspection form located in each elevator for each inspection and/or repair/service call. Invoices that do not match sign off sheets will be returned for correction.

1.5 Performance Conferences and Reports

Twice yearly, at six (6) month intervals, the Contractor will meet with the Facilities Maintenance Division to review performance and schedule any major repairs during the next 6 month period.

1.6 Performance Deductions

In order to ensure that City of Daytona Beach receives the quality and response necessary to insure the safety of the passengers of this equipment, and achieve the maximum designed life cycle of the covered equipment, the Facilities Maintenance Division will impose performance deductions. These deductions will be applied to the monthly contract amount due, up to and including the full monthly contract price of the

unit, for failure to perform in accordance with the contract at the Facilities Maintenance Divisions discretion. The monthly payment reduction will be based upon the following schedule:

- A. Late response to a scheduled service call may cause a deduction of 10% of the monthly contract amount for unit, per occurrence. A response will be considered to be late when service personnel are not present after four (4) business hours but within twenty-four (24) hours after the Contractor has been contacted.
- B. No response to service call cause a deduction of 25% of the monthly contract amount for unit, per day. A response will be considered to be no response if service personnel fail to arrive within twenty-four (24) hours after the Contractor has been contacted.
- C. Shut down due to lack of parts or service for greater than forty-eight (48) hours may cause a deduction of 100% of the monthly contract amount per unit, per occurrence.

1.7 Emergency Services

The Contractor will provide twenty-four (24) hour service, seven (7) days a week emergency services to the City under this contract. During regular working hours (Monday through Friday 8:00 AM to 5:00 PM, excluding City recognized holidays), service response time will be within one (1) hour after notification by the City. During other than regular working hours, the response time will be within two (2) hours after notification by the City. The City has the sole right to define an emergency.

1.8 Responsibilities of the Contractor:

1.8.1 Replacement parts will be new OEM or better for the repair of all equipment under this agreement.

1.8.2 Contractor will respond within one (1) hour by phone and be on site within (3) hours of notification.

1.8.3 Repair all discrepancies found during annual inspections, at no additional charge to the City, including parts and labor.

1.8.4 Provide the State of Florida certification of repair of discrepancies noted during inspections.

1.8.5 Perform all preventative maintenance requirements recommended by the equipment manufacturer.

1.8.6 Only technicians formally trained and certified for the specific equipment being worked on will perform maintenance on equipment. Submit resumes of technicians working on the equipment with you bid submittal.

1.8.7 Repairs, inspections, and/or maintenance will be performed in a continuous manner and not be started one day and left incomplete to be completed on a different day, unless end the of business day arrives and work is not complete. The Contractor will return at 8:00 AM the following morning to complete the job.

1.8.8 Maintenance may be performed at any time, and will be accomplished to minimize interruption in normal facility activities.

1.8.9 Call backs will be the responsibility of the vendor, at no additional cost to the City.

1.8.10 Extensive repairs leaving an elevator out of service for more than one day will be approved by the Facilities Maintenance Division or designee, prior to repair being started and will be accompanied by a quote for the repairs.

1.8.11 The Contractor will have any and all necessary test equipment to complete inspections and repairs to all elevators, as required. City will not provide tools.

1.8.12 City elevators will not be "cannibalized" for parts or supplies, in order to repair other elevators.

1.8.13 The Contractor will at all times keep the adjacent areas of property free from rubbish and the accumulation of any waste materials.

1.8.14 All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e. driver's license, state issued ID card). All vehicles used by the Contractor to provide service will have company name and/or logo clearly displayed. Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site."

1.9 Service Reports

Each time equipment is serviced, inspected, repaired, etc., either emergency or regular, a service report on an approved form will be submitted to the Operations Project Manager or his/her designee at 950 Bellevue Avenue, Daytona Beach, FL 32114, along with the invoice. Service reports will include the date the work was performed, a description of the work performed and the equipment along with the building name. Acceptance of work is subject to approval by the Operations Project Manager or designee. Signing of service reports will not be considered approval. Electronic submittal will be acceptable provided service report includes all of the above-mentioned information and the submittal format is pre-approved by the Facilities Maintenance Division.

Invoices will not be paid until all monthly service reports for each facility have been received by the Operations Project Manager, or their designee at 950 Bellevue Avenue – Building 4, Daytona Beach, FL 32114. To confirm that all reports and invoices have been received and approved to be processed for payment contact 386-671-8726.

1.10 Pricing

1.10.1 Pricing will be quoted as a monthly cost per location and will include all labor, parts and materials to inspect the listed equipment. If there are any special labor costs for emergency response calls, bidder will list such under special labor costs.

1.10.2 The City will pay an hourly rate for repairs, including vandalism, failure of underground equipment and/or Acts of God. Any items falling into the above categories will have prior approval from the Facilities Maintenance Division. Failure to obtain prior approval will result in non-payment for said work.

1.10.3 All labor will be billed from the time Contractor's employee arrives at; to the time he departs from; the job site. The City will not accept nor authorize payment for travel time or mileage expenses of service personnel to any City site. The only billable time will be for service work performed.

1.11 Locations

Location	Address	Manufacturer	Stops
City Hall	301 South Ridgewood	Premier	2
Halifax Plaza	125 Basin Street	Premier DMC	2 2
Jackie Robinson Ballpark	105 East Orange Av	Genesis Vertical Lift	2
Peabody Auditorium	600 Auditorium Dr	DMC	2
Bandshell	70 Boardwalk (Oceanfront Park)	Lift	2
City Pier (Joe's Crab Shack)	1200 Main Street	Kone	2
Police Department	129 Valor Blvd.	Schindler Schindler	3 3
Tennis Center	1 Deuce Court	TAC 20	2

The phones ring into the Utilities Department for all locations except for the Police Department. Police rings into 911 dispatch.

1.11.1 Additional Locations: In the event that the City purchases, builds, or otherwise acquires additional locations during the course of this contract in which there are elevators the successful Contractor will maintain additional locations for the same consideration as the existing locations. The price for the new location will be based on the number of levels/stops of the elevator. For example, a new location with a 2 stop elevator will be maintained at the same price as other 2 stop elevators already on the Contract. No additional locations will be added without a formal change order mutually signed by the Contractor and the City.

1.11.2 Deleting Locations: The City has the right to delete locations from this contract by change order without penalty or any other cost by giving the Contractor a 30 day notice.

1.11.3 Temporary Suspension of Service: Two locations, City Hall and Halifax Plaza (outdoor elevator) have recently been modernized. A one-year maintenance and inspection warranty was included with the original modernization. Both of the aforementioned elevator warranties will expire on 12/23/2018. Therefore, these two units will not be included in servicing during the warranty period(s). The successful Contractor will be responsible for Maintenance and Inspection upon completion of the warranty period.

Should any other units be updated or modernized during the course of this contract, or any renewal periods, the City will notify the successful Contractor in writing, including the length of the warranty period. The invoice(s) will reflect a reduction in dollar amounts according to the fee schedule based on the number of stops for that particular unit.

BID SCHEDULE
CITYWIDE ELEVATOR MAINTENANCE 2018
ITB 0118-1720

LOCATION	ADDRESS	MANUFACTURER	SERIAL # (OPTIONAL)	STOPS	UNIT PRICE	UOM	EST QTY	**ANNUAL COST
1 City Hall (as of 12/23/2018)	301 S Ridgewood	Premier		2	\$ 100	month	12	\$ 1,200
2 Halifax Plaza (as of 12/23/2018)	125 Basin	Premier		2	\$ 100	month	12	\$ 1,200
3 Halifax Plaza-inside	125 Basin	DMC		2	\$ 100	month	12	\$ 1,200
4 Jackie Robinson Ballpark	105 E Orange Av	Genesis Vertical		2	\$ 100	month	12	\$ 1,200
5 Peabody Auditorium	600 Auditorium Dr	DMC		2	\$ 100	month	12	\$ 1,200
6 Bandshell (Oceanfront Park)	70 Boardwalk	Wheelchair Lift		2	\$ 100	month	12	\$ 1,200
7 City Pier-Joe's Crab Shack	1200 Main Street	Kone		2	\$ 250	month	12	\$ 3,000
8 Police Department-Lobby	129 Valor Blvd	Schindler		3	\$ 110	month	12	\$ 1,310
9 Police Department-inside	129 Valor Blvd	Schindler		3	\$ 110	month	12	\$ 1,310
10 Tennis Center	1 Deuce Court	TAC 20		2	\$ 100	month	12	\$ 1,200
11 Sub-Total: Annual Cost of all locations (lines 1-10)					\$ 1170			\$ 14,020

ADDITIONAL LABOR RATES:

DESCRIPTION	UNIT PRICE	UOM	*EST QTY	**ANNUAL COST
12 Hourly Rate for standard repair during business hours (8:00 - 5:00)	\$150	Hours	30	\$ 4,500
13 Hourly Rate for emergencies repair during business hours (8:00 - 5:00)	\$150	Hours	15	\$ 2,250
14 Hourly Rate for emergencies on weekends/holidays	\$200	Hours	15	\$ 3,000
15 Sub-Total: Annual Cost for Additional Labor Rates (lines 12-14)				\$ 9,750
GRAND TOTAL OF ALL LOCATIONS AND ADDITIONAL LABOR RATES (lines 11 + 15)				\$ 23,770

* quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.
 ** the calculation for this column is (unit price x estimated quantity)