

RESOLUTION NO. 2014-123

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A MAINTENANCE AGREEMENT WITH SCHINDLER ELEVATOR CORPORATION, TO PROVIDE ALL SERVICES GENERALLY REQUIRED TO MAINTAIN BUILDING ELEVATORS SAFE AND IN GOOD WORKING ORDER, INCLUDING CUSTOMER SUPPORT, FOR THE ELEVATORS AT THE 72-UNIT ELDERLY HOUSING PROJECT, LOCATED AT 275 PALM AVENUE, HIALEAH, FLORIDA, 33010, FOR A TERM COMMENCING ON OCTOBER 7, 2014 THROUGH SEPTEMBER 30, 2016, IN AN ANNUAL AMOUNT NOT TO EXCEED \$3,336.00, PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF \$278.00, AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE SERVICES AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, Schindler Elevator Corporation has provided the City of Hialeah professional services including repair and maintenance of building elevators in an efficient and effective manner;

WHEREAS, Schindler Elevator Corporation is qualified and desires to continue providing high-quality service at lowest available and reasonable price;

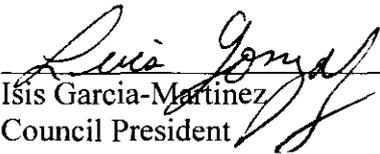
WHEREAS, is in the best interest of the health and welfare of the community to contract Schindler Elevator Corporation to continue to provide uninterrupted maintenance and repair services to the elevators in the City's elderly housing facility.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves a maintenance agreement with Schindler Elevator Corporation, a Florida corporation, for the maintenance and repair of building elevators, including all services generally required to maintain elevators safe and in

good working order and customer support, for the elevators at the 72-unit elderly housing project located at 275 Palm Avenue, Hialeah, Florida, 33010, in an annual amount not to exceed \$3,336.00, payable in equal monthly installments of \$278.00, for a term commencing on October 7, 2014 through September 30 2016, and authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the services agreement attached hereto and made a part hereof as Exhibit "1".

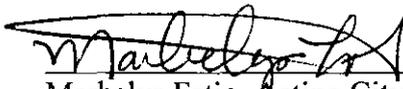
PASSED AND ADOPTED this 28 day of October, 2014.

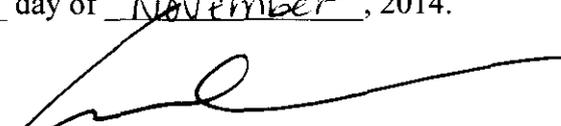

Isis Garcia-Martinez
Council President

Luis Gonzalez-Council Vice President
For Isis Garcia-Martinez-Council President

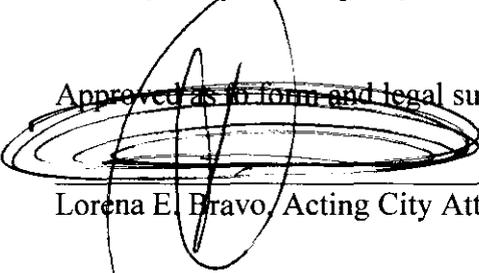
Attest:

Approved on this 7 day of November, 2014.


Marbelys Fatjo, Acting City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a 5-0-2 vote with Council Members Caragol, Casáls-Muñoz, Gonzalez, Hernandez, & Lozano voting "Yes", & Councilmember Garcia-Martinez & Councilwoman Cueva-Fuente absent.

037

Schindler Custom

SCHINDLER ELEVATOR CORPORATION
13800 NW 2nd Street
Suite 140
Sunrise, FL 33325-6232
Phone: 954-626-5582
Fax: 954-626-5599

Date: February 13, 2014

Estimate Number: RGAO-9GALRV (2013.5.1)

To:
City Of Hialeah
PO Box 110040
Hialeah, FL 33011

Building Name:
72 Unit

Attn: Mr. Carlos Lopez

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application	Description	Rise/Length		
				Openings	Capacity	Speed
	72 Unit 275 Palm Avenue	Hialeah, FL 33010				
2	Schindler 330A	Hydraulic Passenger	#1,2	5F/0R	State	Serial # 77033, 77034

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 13800 NW 2nd Street Suite 140, Sunrise, FL 33325-6232, and **CITY OF HIALEAH**, PO Box 110040, Hialeah, FL 33011 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will on a periodic basis examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.



HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. We will provide callback service during regular working hours. We will respond to callbacks within 24 hours of notification. If you authorize services or callbacks outside the scope of this agreement, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on October 07, 2014, and continues until September 30, 2016, and shall renew ~~(where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.~~

x a total
In consideration of the services provided hereunder, you agree to pay us the sum of **\$278.00 per month**, ~~payable in annual installments amount of \$3,336.00~~, exclusive of applicable taxes, unless another payment frequency option is selected below. *not exceeding PRICE*

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

Check

Other: _____

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual 1% Addition

Quarterly 0% Addition

Monthly 5% Addition

SPECIAL TERMS AND PRICING

- 1- In the event of an elevator Modernization, during the term of this agreement, SEC does not release it's rights to the existing elevator maintenance agreement when submitting a quote for Modernization. In the event an elevator Modernization is awarded SEC will be given the opportunity to match any competitor's scope of work and price.
- 2- The initial annual price adjustment will commence after 09/30/2016.
- 3- If during the effective period of this agreement, SEC materially fails to properly provide the services required by this agreement the Owner may terminate this agreement with thirty (30) days written notice to SEC, but only after SEC has previously been given thirty (30) days written notice of such intended action to terminate with an opportunity for SEC to correct the deficiency.
- 4- The maintenance invoices will be submitted quarterly and pro-rated to commence October 1 of any given year, to match the Customer's fiscal year.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

Robert Garrido

X

By: Robert Garrido

By: Carlos Hernandez

For: Schindler Elevator Corporation

For: City Of Hialeah

Title: Market Development Manager

Title: Mayor

Date: February 13, 2014

Date: _____

Approved:

ATTEST:

MARBELYS FATJC
Acting City Clerk

By: William Grodnick

Title: City Attorney

Date: 4/1/14

Approved as to form and
legal sufficiency

Lorena Bravo
Acting City Attorney

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- ~~(a) Interest on past due amounts at 1 1/2% per month or the highest legal rate available;~~
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.