LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA ELEVATOR SOLUTIONS, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Arizona Elevator Solutions Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On January 16, 2023, under (S.A.V.E Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Elevator/Vertical Transportation Unit Maintenance Agreement , Contract No. 2023120 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was January 16, 2023, until the date the contract expires on January 15, 2026 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 15, 2026. The City may renew the term of this Agreement for up to a maximum of two years until the Cooperative Purchasing Agreement expires on January 15, 2028. Glendale renewals are not automatic and

shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Three Million dollars ($3,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Linda Musser
6210 W. Myrtle Ave. Suite 111
Glendale AZ 85301

And

Arizona Elevator Solutions, Inc.
c/o Scott Brugh
208 South River Drive
Tempe AZ 85281

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Arizona Elevator Solutions, Inc., an Arizona coporation

By: _____
Name: Scott Brugh
Title: VP of Sales

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA ELEVATOR SOLUTIONS, INC.

EXHIBIT A
(CITY OF MESA AGREEMENT NO. 2023120
ELEVATOR/ VERTICAL TRANSPORTATION UNIT MAINTENANCE)

mesa·az

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2023120
ELEVATOR / VERTICAL TRANSPORTATION UNIT MAINTENANCE

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – PRCF
Attn: Brian Spoon
Facilities Maintenance Supervisor
P.O. Box 1466
Mesa, AZ 85211-1466
Brian.Spoon@MesaAZ.gov

AND

ARIZONA ELEVATOR SOLUTIONS, INC., ("Contractor")

Mailing Address	208 S. River Drive
	Tempe, AZ 85288
Remit to Address	208 S. River Drive Tempe, AZ 85288
Attention	Scott Brugh VP of Sales
E-Mail	Scott@ArizonaElevatorSolutions.com
Phone	(480) 557-7600
Fax	(480) 557-7610

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 28th day of February 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **Arizona Elevator Solutions, Inc.**, a(n) Arizona corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2023120** ("Solicitation") for **Elevator / Vertical Transportation Unit Maintenance**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 16, 2023** and ending on **January 15, 2026**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits

1. Mesa Standard Terms & Conditions
2. Scope of Work
3. Other Exhibits not listed above

c. Solicitation including any addenda
d. Contractor Response

5. **Payment.**

5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Producer Price Index for Elevator and moving stairway mfg 333921333921***, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/ppi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;

c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) Equipment Type and Performance Requirements

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____
Edward Quedens
cn=Edward Quedens, o=City of Mesa, ou=Business Services Director / City of Mesa, email=ed.quedens@mesaaz.gov, c=US
2023.02.28 13:25:22 -07'00'

Printed Name

Title

Date

ARIZONA ELEVATOR SOLUTIONS, INC.

By: _____

Scott Brugh
Printed Name

VP of Sales
Title

2/15/23
Date

REVIEWED BY:

By: _____
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

EXHIBIT A
SCOPE OF WORK

1. **SCOPE OF WORK:** Contractor shall maintain existing elevators/vertical lift units which includes monthly preventive maintenance for all equipment covered by the Preventative Maintenance Program ("PMP") to facilitate the following:

   A. Consistent safe operation of equipment

   B. Maximum operational performance of equipment

   C. Maximum beneficial usage of equipment

   D. Maximum life cycle of equipment

   E. Full coverage twenty-four (24) hours per day seven (7) days per week

   F. Staffing levels

   G. Maintenance schedule

   H. Reporting (including how the City will receive/access reports and whether an online portal is available)

   I. Emergency response

   J. Parts availability

   K. Minimize unscheduled repairs and entrapments of passengers

   L. Reduce overall liability and exposure as the result of proper maintenance being provided

   M. Field technicians with proper training and product knowledge of various types of equipment

   N. Field supervisors to both support and assist field technicians

   O. At a minimum, quarterly meetings to review, all vertical transportation equipment, trouble calls, and required scheduled repairs.

   P. Monthly tests such as fire recall, emergency light, telephone testing, and recording test results on preventative maintenance test log in the elevator equipment room.

   Q. Assistance with re-lamping of elevator pit lights and assist the City of Mesa fire alarm Contractor with accessing devices located in the hoistway.

2. **AGREEMENT INTENT:**

   A. Provide monthly preventive maintenance and repair services for the equipment covered in this Agreement to facilitate the following:

      1. Full coverage twenty-four (24) hours per day, seven (7) days per week call back service included at no extra charge.

      2. Emergency Response – Technician on site within one (1) hour of notification.

      3. Business Hours - Provide normal business hours.

   B. Contractor expressly acknowledges that the City is relying on Contractor's professional expertise in performance of services to achieve and maintain intent of Agreement.

   C. For clarification:

      1. The terms "units" or "equipment" are referring to elevators, escalators, moving walks, etc.

      2. The term "Property" refers to the City location or site in which the equipment is in use.

      3. The term "Agreement" refers to an Agreement made between the awarded Contractor and the City of Mesa in direct correlation to the specifications, terms and conditions of this Agreement.

3. **CONTRACTOR SERVICES:**

A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required in this Agreement or reasonably inferred, whether or not expressly stated herein.

B. Contractor shall submit a written Maintenance Control Program (MCP) for each unit type to be maintained under this Agreement, modified per specific unit based on location/property, age, usage, environment, and condition of the unit at the time of commencement of the preventative maintenance (PM) services. MCP shall be provided to the City of Mesa representative for review and approval within thirty (30) days from an award of this Agreement. The MCP shall define the planned PM procedures to facilitate Agreement intent and "services" for all equipment included in this Agreement. Routine procedures shall include any unique or product-specific procedures or methods required to adjust, inspect, maintain, repair, or test equipment. MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required tests. Contractor shall include in the MCP, the amount of on-site labor time associated with each routine procedure or test, in per month per unit increment. If at any time during the course of this Agreement, the City or its representative deems the MCP to be insufficient in maintaining an acceptable Mean Time Between Callbacks (MTBCB) for any unit under this Agreement, the Contractor will be directed to adjust the MCP accordingly, which may include an increase in the on-site labor time for that unit, at no additional cost to the City of Mesa.

C. Coordinate and follow the directives of the City with respect to scheduling services and any deliveries hereunder or at time or times further specified in other provisions of this Agreement.

D. Services shall be performed as follows:

1. In conformance with all provisions of this Agreement.
2. In conformance with all legal statutes and code requirements.
3. In conformance with all applicable original equipment manufacturer's specifications.
4. In conformance with the written Maintenance Control Program (MCP).
5. In conformance with the City's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during the term of this Agreement.
6. In conformance with the City's requirements for cleanup using containers supplied by Contractor.
7. To the City's satisfaction.
8. By qualified, careful, and efficient employees in conformity with best industry practices.
9. Diligently and in a first class, complete, and workmanlike manner, free of defect or deficiency.
10. In such a manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

E. Materials: The term "materials" shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:

1. New
2. Best quality and suitable for their intended uses.
3. Obtained from or recommended by the original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used upon prior

written approval by the City.

4. All lubricants shall be suitable for the purpose intended and shall meet or exceed minimum requirements specified by the original manufacturer of the equipment to which the lubricant is applied.

5. All materials delivered and stored at the Property which are intended to become part of the completed services shall pass to the City upon installation.

6. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Agreement. Post all SDES documentation in the machine room.

7. Lubricants, cleaning fluids, and all combustible liquids shall be stored in a metal cabinet in the machine room and shall be disposed of in accordance with federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for the temporary storage of oily rags. Post all SDES documentation in the machine room.

8. Proration of equipment or materials shall not be allowed.

9. Consideration shall be given in regard to obsolescence of systems, materials, or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly. Parts requiring repair shall be rebuilt to "like new" condition.

F. No parts or equipment requiring services may be removed from the property without written approval of the City. This does not include renewal parts stocked on-site by Contractor, which shall remain Contractor's sole property until installed on the equipment. Expeditiously replenish parts/materials as utilized.

G. Initiate, maintain, and supervise all safety precautions and programs in connection with services and comply with all applicable safety laws. Take all reasonable precautions for safety of the City, City's tenants, City's employees, Contractor's employees, and other persons on or about Property.

H. Repair, to satisfaction of the City, any damage to the Property and adjacent areas caused by performance of services.

I. Additional services:

1. Performance of routine preventive maintenance procedures and scheduled repairs of elevators, wheel-chair lifts, and dumbwaiters during other than the normal operating hours of the Property.

2. Attendance and assistance to facilitate cleaning of the exterior glass surface of observation elevator car enclosure(s) and the interior surface of the glass enclosed hoistways of observation elevators.

3. Attendance and assistance to facilitate re-lamping of architectural lighting in equipment pits, hoistways, or elevator car tops.

4. Attendance and assistance to facilitate maintenance, repair, or replacement of elevator car air conditioning systems.

4. **CONTRACTOR'S EMPLOYEES:**

A. This Agreement is not one of agency, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing services hereunder as an independent contractor. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with the performance of services.

B. Contractor shall be responsible for the supervision and execution of services by its employees.

C. Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide services. All matters pertaining to employment, training, supervision, compensation, promotion, and discharge of Contractor's employees are the responsibility of the Contractor, who is in all respects the employer and the City shall have no liability with respect thereto.

D. Contractor agrees each of its employees is properly qualified to perform elevator maintenance and repairs and will use reasonable care in the performance of services. If the City, in the City's sole opinion, determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors then at Property, or that such actions or conduct are otherwise detrimental to the City, then upon receipt of the City's written notice, Contractor shall immediately provide qualified replacement person(s).

E. Contractor shall not engage any subcontractors or other parties to perform services unless first approved in writing by the City. The City's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

5. **CONTRACTORS HOURS AND MANNER OF WORK:**

A. Services, except as otherwise noted under this Agreement, including unlimited emergency callback service, shall be performed during City regular business/workdays/hours Monday through Friday 6:30 a.m. – 5:00 p.m. Contractor shall provide a minimum of one (1) business days' notice, by email, prior to any scheduled Preventative Maintenance. If one (1) business days' notice is not given, the City may require the Contractor to return at a later date with proper notification of the scheduled work at no additional cost to the City. In addition to regular working hours Contractor shall provide overtime callback service at no additional cost under the following conditions:

1. Passenger entrapments.
2. Elevator group control system malfunctions.
3. Two or more elevators out of service in any elevator group.
4. When the property is served by a single elevator.
5. Provide twenty-four (24) hour callback service for all units indicated under this Agreement.
6. For any callback for any service, assistance, evaluation, inspection, test, review, or analysis as determined by the City or City's representative.

B. Response time for callback service:

1. During the hours identified in Item 5(A) above, Contractor shall arrive at Property within sixty (60) minutes from time of notification of equipment problem or failure by the City.
2. During the hours identified in Item 5(A) above, Contractor shall arrive at Property in response to passenger entrapment calls within thirty (30) minutes from time of notification by the City.
3. After hours, Contractor shall respond to callback service within thirty (30) minutes from the time of notification by the City and arrive at Property within one (1) hour.
4. The City, at its sole discretion, may reduce the monthly Agreement amount by $500 in non-performance fees per occurrence for Contractor's repeated failure to meet callback response time. The Contractor and City agree upon the proceeding non-performance fees to be deducted from monies due or to become due to the Contractor. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance

is impractical and extremely difficult to ascertain.

C. Callback is defined as any request for service, assistance, evaluation, inspection, test, review, or analysis, by the City or the City's representative when any unit is not available for beneficial usage due to equipment shutdown, malfunction, suspected malfunction, or other reason as determined by the City.

D. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall be suspended until the unit is restored to beneficial usage, excluding scheduled equipment repairs.

E. Removal of units from beneficial usage to facilitate services shall be coordinated with and approved by the City and identified in the MCP, unless removal is necessitated for emergency repair or adjustment. The City agrees to permit Contractor to remove units from service for a reasonable time during hours identified in Item 5(A) above to perform services.

6. **CONTRACTOR'S EXECUTION OF SERVICES:**

A. Monthly clean, lubricate, adjust, and, as conditions warrant, repair, or replace all vertical transportation equipment covered under this Agreement. Consistently maintain machine rooms, hoistways, pits, car tops, and equipment in or on these areas in a clean condition.

B. Check and adjust individual and/or elevator group operational systems at planned intervals in accordance with the MCP to ensure all control circuits and time settings are properly adjusted to minimize system response time to the registered car and hall calls and maximize car and/or group operational performance.

C. Lubricate equipment at intervals recommended by the original equipment manufacturer or in accordance with the MCP as dictated by equipment use or adverse environmental conditions. In the case of rouge of elevator suspension means, the Contractor shall adjust the lubrication schedule accordingly to prevent the further deterioration of the suspension means. If Contractor or City representative determines that an auto-lubrication device is needed, one shall be installed at no additional cost to the City. Should a jurisdictional inspector for the State of Arizona or City representative deem that replacement of the suspensions is warranted, the suspension means shall be replaced at no additional cost to the City.

D. Paint equipment and floors of machine rooms, machinery spaces, and pits on an annual basis once during the first year of the three (3) year contract period or at an interval mutually agreed upon between the City representative and Contractor, to maintain a consistent professional appearance, prevent rusting and preserve the equipment. Floors in machine rooms, machinery spaces, and pits shall be painted "deck gray." All paint shall be suitable for the purpose intended, of high quality, and shall not emit a noxious odor while curing. Schedule all painting procedures with the City.

E. Provide replacement lamps and or LED fixtures and drivers for the LED lights for normal car illumination to maintain adequate lighting in elevator machine room, secondary sheave levels, overhead sheave spaces, and pits.

F. Repair damage to car and hoistway door finish, and car and hoistway door sills, when caused by improper adjustment or maintenance of associated door equipment. Repair may include painting, cladding, or replacement, as deemed necessary by the City representative, at no additional cost to the City.

G. When, as a result of examination or testing of the equipment, Contractor identifies corrective action is required, Contractor shall proceed expeditiously to make required repairs, replacements, and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to the City for further action with exception of safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.

H. Services shall be all-inclusive with the following exclusions only:

1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to the City within ten (10) working days of the effective date.
2. Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
3. Repair or replacement of property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices. Exception: see Item 6(F).
4. Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panels in machine rooms.
5. Lamps for normal car illumination.
6. Failure or fluctuations of property electric power, air conditioning, or humidity control.
7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
8. The City loading unit in excess of its rated car capacity or load classification.
9. Audio and visual devices.
10. Shrinkage, settlement, or movement of building.
11. Underground hydraulic piping and cylinders.
12. Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible.

7. **MATERIAL NOT COVERED UNDER GENERAL SERVICES:**

A. Solid State Motor Starter Replacements: Twenty-three (23) elevators, other sites may be added at the City's discretion. Replacement of solid-state motor starters shall be Siemens or approved equal. Contractor shall dispose of the old motor starters following all state and federal requirements.

B. Infra-Red Door Detectors: Fourteen (14) elevators, other sites may be added at the City's discretion. Remove and dispose of the existing mechanical safety edges and install the new infra-red door detectors.

8. **CONTRACTOR COMPLIANCE WITH LAWS:**

A. Contractor agrees to comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in the location where services are performed. In the event of differing testing requirements between the Agreement requirements and local codes or ordinances, the more stringent requirement shall prevail.

B. Schedule, coordinate, and complete statutory and other equipment tests including, but not limited to:

1. Annual no load slow speed test of car and counterweight safeties, governors, and buffers.
2. Five (5) year, full load, full speed test of car and counterweight safeties, governors, and buffers.
3. Monthly firefighters' service operational tests.
4. Annual pressure relief tests on hydraulic elevators.

5. Annual standby power operation tests on elevators.

6. Monthly operational tests: battery pack car emergency lighting, battery pack car emergency air conditioner, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.

C. Provide the City with a minimum of five (5) working days' prior notification of tests so a representative of the City may witness all tests. Submit written reports to the City within ten (10) working days of completion of tests, confirming findings including corrective actions required and taken. Affix and maintain governmental jurisdiction number designations on all unit equipment in the machine rooms and pits including hoist machine, pump unit, controller, car crosshead, electrical disconnect switches, buffers, etc.

D. Affix metal tags to the tested devices and provide the City with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

E. Contractor's failure to execute statutory tests mandated by national, state or local jurisdictions codes or regulations within thirty (30) calendar days of required time constraint shall subject Contractor to non-performance fees of $200.00 per calendar day on each unit for each infraction beginning on the 30th day subsequent to the required date and continuing until the City receives written notification from Contractor of completion of required test(s). Statutory tests include, but are not limited to, Items 6 (B) 1 – 6. Contractor shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by the City. Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable code or regulatory requirements. The Contractor and City agree upon the proceeding non-performance fees to be deducted from monies due or to become due to the Contractor. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

9. **SPECIAL CONDITIONS:**

A. Upon arrival and departure from Property, all Contractor employees shall report to designated Property personnel (location) and manually sign a logbook indicating name of person, time of arrival, purpose of visit (i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc.), a brief description of work accomplished (including car and/or group designation), and time of departure. The manual log will be provided by the City.

B. Conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controller(s). Maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room or building management office. All maintenance logs will be provided to the City in email format with seventy-two (72) hours of completion. Data shall be accessible by the City via manual log or web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and supervisor's inspection. Entries shall include the date work is completed, mechanic's or supervisor's name, brief description of work completed (including unit number and number of units serviced, repaired, or inspected), and the approximate time required for work excluding travel time to and from property. The City shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.

C. At least quarterly, or more often if requested, Contractor shall provide summary and review of all callbacks and unit downtime with the City. The intent of this review is to minimize callbacks by developing consistent communication between the Contractor and the City relative to callback trends, unit downtime, and their causes.

D. Maintain the City's complete set of straight-line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades made by Contractor during the term of the Agreement. The City shall be allowed to

reproduce these "as built" drawings and retain sole possession of these drawings in the event the Agreement is cancelled. If Agreement is cancelled, the City will withhold final payment due to the Contractor until all as built/as modified set(s) of wiring diagrams are delivered to the City.

E. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand-held devices, shall be maintained, and upgraded by Contractor during the term of this Agreement.

F. Local or national inspection fees regarding operation of equipment covered by this Agreement shall be paid by the City. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by services shall be paid by Contractor.

G. The City may provide information to enable Contractor to render services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:

1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information, whether or not identified by the City as confidential.

2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which Contractor may make on behalf of the City to any person, firm, or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing services or when required by law.

3. Contractor shall not, in the course of performance of this Agreement or thereafter, use or permit the use of the City's name or the name of any affiliate of the City, or the name, address, or any picture or likeness of or reference to the Property in any advertising, promotional, or other materials prepared by or on behalf of Contractor without the prior written approval of the City.

H. The Contractor shall provide a copy of their Quality Control Program (QCP) that will be used in the execution of this Agreement. The Contractor shall designate individual/individuals, approved by the City, to perform an Annual Quality Audit inspection. The Contractor must use qualified regional representatives that do not have involvement in the day to day execution of the Agreement. Notwithstanding the Contractor's obligation for a QCP and Annual Quality Audit, the City or a third party may, at the City's discretion and cost, audit the work of Contractor under the Agreement.

I. The Contractor shall designate a single point of contact who will be responsible for managing all work under this Agreement. This representative shall meet with the City representative at a minimum of once per month to review the PM, scheduled repair maintenance, and callback summary for the previous month, as well, as the PM and repair maintenance schedule for the upcoming month.

1. Scheduled PM's, for all sites, shall be invoiced on one (1) monthly invoice.

10. **EQUIPMENT PERFORMANCE REQUIREMENTS:**

A. Equipment listing, type, and individual car performance requirements are covered under Exhibit D of this document. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Agreement.

B. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBA under any condition including car ventilation blower or fan at highest speed. Measured noise levels in car within the leveling zone or when car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from hoist machine, suspension means, sheaves, counterweight, pump unit, electrical power conversion units, platforms, car enclosure walls, or car and counterweight guide assemblies unless it is mutually determined by Contractor and the City that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign services

under this Agreement or related Agreement.

C. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.

11. **EQUIPMENT USAGE CRITERIA:**

A. Mean Time Between Callbacks (MTBCB) non-performance fees: The Contractor and City agree upon the non-performance fees in this Section to be deducted from monies due or to become due to the Contractor. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

1. Average MTBCB shall not be less than ninety (90) days for all units covered by this Agreement. If average MTBCB on all covered units falls below ninety (90) days, lump sum non-performance fee of $100/unit shall be deducted from the Agreement amount due Contractor and for each subsequent month in which MTBCB is not achieved.

2. The minimum allowable MTBCB rate shall be forty-five (45) days for any individual unit within a Property. Non-performance fees for units less than forty-five (45) days: $400.00 per occurrence.

3. MTBCB applies immediately to units Contractor had under contract prior to the effective date of this Agreement and after one hundred eighty (180) days for those units not under Agreement prior to this Agreement.

B. Penalty: Contractor's failure to meet the unit availability provision for two (2) consecutive three (3) month periods shall trigger an automatic maintenance audit by the City's Elevator Consultant or other representative of the City on the non-qualifying elevators. Contractor agrees to expeditiously take corrective action in regard to identified deficiencies. Further, Contractor acknowledges the City's right to deduct cost of said audit from amount due Contractor.

12. **CITY'S RESPONSIBILITIES:**

A. Provide clear, safe, and convenient access to property and equipment rooms.

B. Maintain car lighting, telephone lines to controller terminal(s), equipment room electrical switchgear, and electrical feeders to unit controllers.

C. Maintain equipment room heating and air conditioning systems.

D. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.

E. Prevent storage of property or other contractors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.

F. Maintain standby power generator systems and related switch gear and feeders.

G. Maintain equipment rooms, hoistways and pits in code-compliant, dry condition.

H. Coordinate with Contractor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.

I. During Property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

13. **BUILDINGS SCHEDULED FOR ELEVATOR RENOVATION/MODERNIZATION:**

A. Should any elevator under this Agreement be renovated, modernized, or replaced, that elevator will be removed from this maintenance Agreement until their warranty period expires.

14. **KEYS:**

A. All keys used on the elevators for the purpose of maintenance or service are the property of the City's Facilities Maintenance Department, and, upon termination of this Agreement shall be

delivered to the Facilities Maintenance Department. Keys include but are not limited to keys to/for the: machine room, hoist way access, service cabinets, light and fan, photo eye, lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet, and emergency exit. Keys shall not be duplicated for any reason without permission from the Facilities Maintenance Department.

15. **EMPLOYEE IDENTIFICATION AND BUILDING ACCESS:**

A. Identification badges shall be furnished by the Contractor and City security badges furnished by the City; both badges shall be worn by all Contractor and subcontractor employees while on the City's premises. The badge shall have the bearer's picture, name, signature, and employee number (if applicable).

1. Contractor shall designate multiple employees for 3+ security clearance. This is to ensure that when needed, the City will receive prompt service from a technician with the proper security clearance.

2. A 3+ clearance can take several months to complete; therefore, security clearance forms must be submitted within two (2) business days after the contract is awarded. Until 3+ security clearance has been approved, Contractor employees will be escorted by a designated City Employee.

B. Only authorized Contractor employees, subcontractor, or agents are allowed on the premises of City buildings. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person.

C. The Contractor shall submit a current list of the names, addresses, Social Security numbers, and access card numbers of all employees who perform work under this Agreement. Changes in the employment list shall be reported in writing to the City's contract monitor within twenty-four (24) hours, with an updated list provided at least monthly.

16. **CONTRACTOR VERIFICATION FORM:**

A. City Policy and/or Arizona Revised Statute (ARS) § 41-4401 require certification of compliance with federal immigration laws and regulations and state laws regarding verification of employment eligibility of a contractor's, and any subcontractor's, employees.

B. The awarded Contractor shall fill out the Contractor Verification Form for all their employees. By completing and signing this form and the attached Employee Verification Worksheet, the Contractor is attesting that it and all subcontractors performing work under the cited Agreement meet all requirements contained therein.

C. Failure to complete and submit the form and attached worksheet on or before the due date specified, or the falsification of any information provided therein, may be grounds for termination of the Agreement.

17. **CITY'S RIGHT TO INSPECT:**

A. The City or a representative of the City shall, at all times, have the right to make inspections of the equipment and the work of the Contractor and the Contractor agrees to perform maintenance work and make repairs deemed necessary by the City or its representative. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to the City.

18. **AGREEMENT EXPIRATION INSPECTION:**

A. Within six (6) months prior to the scheduled expiration of this Agreement (either the end of the initial term or initial term plus any exercised renewal and/or extension period), a representative of the City or its designee will make a thorough maintenance inspection of all pieces of equipment covered under this Agreement. The Contractor, at its own cost, shall correct any and all deficiencies found by the City or its designee, for work performed as required in this Agreement, within thirty (30) workdays of said inspection.

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Elevator/Vertical Transportation Unit Maintenance** to the City of Mesa at the price(s) stated below.

See Attachment D for More Detail on Each Elevator

Item No.	Building Name	Address	Orchestra Lift	Hydraulic	Traction	Wheel Chair Lift	Gearless	Stair Lifts	Dumb Waiter	MFG	Total Units Per Bldg.	Price per Bldg. per Month	Total Price per Bldg. per Year
1	Arts & Entertainment	1 E. Main St.		9		1				TKE Elev #2-Dover	10	$ 1,565.00	$ 18,780.00
2	Arts & Entertainment	1 E. Main St.	2							Protech Theatrical Svcs.	2	$ 490.00	$ 5,880.00
3	Brown Rd. Water Treatment Plant	7750 E. Brown Rd.		1						Dover	1	$ 245.00	$ 2,940.00
4	Convention Center	263 N. Center St.		2						Otis	2	$ 490.00	$ 5,880.00
5	Mesa Center for Higher Education	245 W. 2d St.		1						Schindler	1	$ 160.00	$ 1,920.00
6	City Court (New)	250 E. 1st Ave.		4						Otis	4	$ 640.00	$ 7,680.00
7	Communications	161 E. 6th St.		2						Dover	2	$ 405.00	$ 4,860.00
8	Council Chambers	57 E. 1st St.		1						Dover	1	$ 160.00	$ 1,920.00
9	Fire Prevention	13 W. 1st St.		1						Dover	1	$ 160.00	$ 1,920.00
10	Fitch Training	160 E. 6th Place		1						Otis	1	$ 160.00	$ 1,920.00
11	Greenfield Reclamation	4400 S. Greenfield Rd.		1	1					Kone	2	$ 450.00	$ 5,400.00
12	Hohokam	1235 N. Center St.				2	2			Garaventa	4	$ 500.00	$ 6,000.00
13	Hohokam	1235 N. Center St.		1						Otis	1	$ 160.00	$ 1,920.00
14	Studios	59 E. 1st St		1						Miami Elev.	1	$ 160.00	$ 1,920.00
15	Main Library	64 E. 1st St.		3						Dover	3	$ 480.00	$ 5,760.00
16	Multigenerational	7550 E. Adobe Rd.		1						Dover	1	$ 160.00	$ 1,920.00
17	Municipal	55 N. Center St.		1					1	D.A. Maloff/ Dover	2	$ 285.00	$ 3,420.00
18	Northwest Treatment	960 N. Riverview Rd		1	1					Dover	2	$ 450.00	$ 5,400.00
19	Mesa Family Advocacy Center	225 E. 1st St.		1						Dover	1	$ 160.00	$ 1,920.00
20	Plaza	20 E. Main St.			3					Montgomery	3	$ 870.00	$ 10,440.00
21	PD Central	130 N. Robson St.			2					Otis	2	$ 580.00	$ 6,960.00
22	PD Central-Evidence & Lab	130 N. Robson St.		1						Montgomery/ Kone	1	$ 245.00	$ 2,940.00
23	PD Central Substation	120 N. Robson St.		2						Dover	2	$ 320.00	$ 3,840.00
24	PD Central Substation Garage	120 N. Robson St.		1						Dover	1	$ 160.00	$ 1,920.00
25	Police Forensics	133 N. Morris St.		1						Schindler	1	$ 160.00	$ 1,920.00
26	AZ Museum of Natural History	53 N. MacDonald		1						Dover	1	$ 160.00	$ 1,920.00
27	Transportation	300 E. 6th St.		1						TKE	1	$ 160.00	$ 1,920.00
28	Utilities	640 N. Mesa Dr.		3						Dover	3	$ 565.00	$ 6,780.00
29	Youth Museum	35 N. Robson		1						TKE	1	$ 160.00	$ 1,920.00
30	Fire Station # 215 at Williams Gateway Airport	6353 S. Downwind		1						Otis	1	$ 160.00	$ 1,920.00
31	The Post	26 N Macdonald			1					Otis	1	$ 290.00	$ 3,480.00
32	Fiesta District Police Station	1010 W. Holmes		1						Schindler	1	$ 160.00	$ 1,920.00
33	Signal Butte WTZP	10950 E. Eliot		1	1					Otis	2	$ 450.00	$ 5,400.00
												Monthly Total	Annual Total
												$ 11,720.00	$ 140,640.00

Item No.	Description	Estimated Monthly Repair Hours	Labor Rate Per Hour	Monthly Total		Annual Total
34	Elevator Technician Labor Rate - Per Regular Time Hour	4.5	$ 255.00	$ 1,147.50		$ 13,770.00
					Total Annual Cost	$ 154,410.00

EXHIBIT B
PRICING

Solid State Motor Starter Replacements

Item No.	Site	Address	# of Elevators	Total Price
35	Museum Of Natural History	53 N MacDonald	One	$ 2,190.00
36	Northwest Water Treatment	Northwest Water Treatment	One	$ 2,190.00
37	Mesa Family Advocacy Center	225 E 1st Street	One	$ 2,190.00
38	Main Library	64 E 1st Street	Three	$ 6,570.00
39	Red Mountain Center	7550 E Adobe	One	$ 2,190.00
40	Fire Administration	13 W 1st Street	One	$ 2,190.00
41	Lew Wolfe Training	141 E Athletics Way	One	$ 2,190.00
42	PD Garage	120 N Robson	One	$ 2,190.00
43	PD Substation	120 N Robson	Two	$ 4,380.00
44	Forensics	133 North Morris	One	$ 2,190.00
45	PDHQ	130 N Robson	Two	$ 4,380.00
46	Communications	161 E Athletics Way	Two	$ 4,380.00
47	CK Luster	640 N Mesa Drive	Three	$ 6,570.00
48	Hohokam Stadium	1235 N Center	One	$ 2,190.00
49	Brown Road Water Treatment	7750 E Brown Road	One	$ 2,190.00
50	Transportation	310 E sixth Street	One	$ 2,190.00
		Total		$ 50,370.00

Infra-Red Door Detectors

Item No.	Site	Address	# of Elevators	Total Price
51	Northwest Water Treatment	960 W Riverview	One	$ 1,750.00
52	Mesa Family Advocacy Center	225 E 1st Street	One	$ 1,750.00
53	Main Library	64 E 1st Street	Three	$ 5,250.00
54	Fire Administration	13 W 1st Street	One	$ 1,750.00
55	PD Garage	120 N Robson	One	$ 1,750.00
56	PD Substation	120 N Robson	Two	$ 3,500.00
57	Communications	161 E Athletics Way	Two	$ 3,500.00
58	CK Luster	640 N Mesa Drive	Three	$ 5,250.00
59	Red Mountain Center	7550 E Adobe	One	$ 1,750.00
		Total		$ 26,250.00

Total Proposal Amount	$ 231,030.00

Contractors should not leave the discount section blank on the pricing sheet. A nominal value should be included anywhere from 0% to 100%. If different discounts would apply depending on the type of product or equipment, right "various" in the space provided and include a list of different discounts offered.

For elevator repairs provide a % Discount Off Manufacturer List Price (MSRP)		
Item No.	Manufacter	% Discount of MSRP
60	American Starglide Corp	10%
61	Dover	10%
62	Garaventa	10%
63	Kone	10%
64	Matot	10%
65	Miami	10%
66	Montgomery	10%
67	Otis	10%
68	Protech Theatrical Svcs.	10%
69	Schindler	10%
70	TKE	10%
71		
72		
73		
74		

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 2.00% removed from the taxable item(s) for the purpose of award evaluation (i.25).

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name: Arizona Elevator Solutions

Date: 12/27/22

RFP # 2023120

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner;

iv. Fails to carry out any term, promise, or condition of the Agreement; or

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this

Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

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

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

Exhibit D
EQUIPMENT TYPE AND PERFORMANCE REQUIREMENTS

1. Elevator Performance Requirements:

2. Based on averages of hydraulic elevators operating at 100 fpm and traction elevators operating at 350 fpm with doors that are 3' – 6" wide x 7' – 0" high and medium speed door operators (2.0 fps).

Elevators	Floor to Floor Time (Seconds)	Door Open Time (Seconds)	Door Close Time (Seconds)	Stopping Accuracy (Inch)
Hydraulic - Center Opening Doors	14.0	1.9	2.4	1/4"
Hydraulic – Single Slide Doors	16.5	2.7	4.0	1/4"
Traction – Center Opening Doors	9.1	1.9	2.4	1/4"
Traction – Single Slide Doors	11.1	2.7	4.0	1/4"

1. Floor-to-floor time is measured from start of door(s) close until car is stopped at next typical successive floor, in either direction of travel, and door(s) is 3/4 open. Typical floor height: 12'-0".
2. Door open time is measured from start of door open until doors are fully open.
3. Door close time is measured from start of door close until doors are fully closed.
4. Door closing force shall be no more than 30 lbf. Door closing force is measured with doors at rest and between 1/3 and 2/3 closed.
5. Car stopping accuracy shall be measured under all load conditions.
6. Rated car speed, regardless of load, shall not vary more than 5% for traction elevators and 10% for hydraulic elevators.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA ELEVATOR SOLUTIONS, INC.

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and the City of Mesa Agreement No. 2023120, the City is retaining Arizona Elevator Solutions, Inc. to provide monthly maintenance, repairs, and renovations on an as needed basis for all current and future City of Glendale elevators.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARIZONA ELEVATOR SOLUTIONS, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $3,000,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay contractor compensation in accordance with the rate as set forth in the of City of Mesa Agreement No. 2023120, for monthly maintenance, repairs, and renovations on an as needed basis for all City of Glendale elevators.

ENTITY INFORMATION

Search Date and Time: 2/28/2023 3:51:22 PM

Entity Details

Entity Name:

ARIZONA ELEVATOR SOLUTIONS INCORPORATED

Entity ID:

13457734

Entity Type:

Domestic For-Profit (Business) Corporation

Entity Status:

Active

Formation Date:

2/16/2007

Reason for Status:

In Good Standing

Approval Date:

2/23/2007

Status Date:

4/5/2021

Original Incorporation Date:

2/16/2007

Life Period:

Perpetual

Business Type:

OTHER

Last Annual Report Filed:

2023

Domicile State:

Arizona

Annual Report Due Date:

2/16/2024

Years Due:

Original Publish Date:

3/23/2007

Statutory Agent Information

Name:

SCOTT BRUGH

Appointed Status:

Active

Attention:

Address:

208 SOUTH RIVER DR , TEMPE, AZ 85281, USA

Agent Last Updated:

11/18/2022

E-mail:

Attention:

Mailing Address:

County:

Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	SCOTT ROBERT BRUGH		5830 E BLOOMFIELD RD, SCOTTSDALE, AZ, 85254, Maricopa County, USA	2/17/2007	11/18/2019
Shareholder	SCOTT BRUGH		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	12/20/2017
Shareholder	CHRIS MEZOSI		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	12/20/2017
President	SCOTT BRUGH		5830 E BLOOMFIELD RD, SCOTTSDALE, AZ, 85254, Maricopa County, USA	2/17/2007	11/18/2019
Vice-President	CHRIS MEZOSI		2912 NORTH 77TH PLACE, MESA, AZ, 85207, Maricopa County, USA	2/17/2007	11/18/2019

Page 1 of 1, records 1 to 5 of 5

Address

Attention:

Address: 208 SOUTH RIVER DRIVE, TEMPE, AZ, 85281, USA

County: Maricopa

Last Updated: 11/18/2022

Entity Principal Office Address

Attention:

Address:

County:

Last Updated:

Back | Return to Search | Return to Results

Document History | Name/Restructuring History | Pending Documents | Microfilm History