



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/10/2022

File ID: TMP-2237

Department: Parking & Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement with Schindler Elevator Corporation., for preventive maintenance and service on proprietary elevators at 178 Greene Street.

Resolution No.

Finance Information:

Account Number: 1000-53-53200-513010-PK1051XX

City Cost Amount: \$8,520.00

Total Cost: \$8,520.00

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and Schindler Elevator Corporation., for preventive maintenance and service on elevators at 178 Greene Street, which is similar to certain document attached hereto and identified as “Agreement between the City of Huntsville and Schindler Elevator Corporation.”, consisting of ten (10) pages and the date of November 10, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer, of the City of Huntsville, Alabama.

ADOPTED this the 10th day of November, 2022.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 10th day of November, 2022.

Mayor of the City of Huntsville,
Alabama



SCHINDLER ELEVATOR CORPORATION
 2721 6th Avenue South
 Birmingham, AL 35233-3406
 Phone: 205-545-2084
 Fax:

Date: February 22, 2022

Estimate Number: AVOL-CBVMNQ (2021.4.1)

To:
 Holmes Avenue Parking
 178 Greene Street
 Huntsville, AL 35801

Building Name:
 Holmes Avenue Parking

Attn: Zach Wade

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
Holmes Avenue Parking								
178 Greene Street Huntsville, AL 35801								
2	Schindler	Gearless	Passenger	ELEV 01	6F/0R	3500	200	N1070

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2721 6th Avenue South, Birmingham, AL 35233-3406, and **HOLMES AVENUE PARKING**, 178 Greene Street, Huntsville, AL 35801 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

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

PREVENTIVE MAINTENANCE PROGRAM

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

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

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

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

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

CLEANING

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

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

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

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

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

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

Enhanced – The Enhanced package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Enhanced package also provides access to all features of ActionBoard and ActionBoard Mobile, giving you real-time information on your equipment. You are also provided access to Schindler's Elevated Support Professional team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves our response time. The Elevated Support Professional team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or escalator running in normal operation, or running under any of the following special services modes: Independent service, fireman's service (Phase I or Phase II), or inspection operation. All other callbacks will be billed as outlined in the service agreement.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency

communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for \$25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

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

TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of contract approval and award by the Huntsville City Council. At the sole option of the City of Huntsville, the contract may be renewed annually for up to two (2) additional one (1) year terms after negotiation and agreement on any annual price revisions in accordance with the price adjustment clause contained herein.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$710.00 per month, payable in annual installments of \$8,520.00, exclusive of applicable taxes.

The pricing above includes a subscription price of \$40 per month for Schindler Ahead Enhanced on 2 units, totaling \$40.00 per month.

PRICE ADJUSTMENT

The pricing structure under the terms of this contract may be adjusted on an annual basis at the time of renewal. Upon renewal, any price increase or decrease shall be in exact increments of any price increase or decrease imposed by the supplier. Except as previously stated, in the event a price increase is imposed upon the contractor by its supplier to procure labor or materials necessary to fulfill the scope of services and/or products to be provided under the terms of the contract due to unforeseeable economic and supply chain issues, the contractor may request a price increase equal to that imposed by its supplier. At no time shall the price increase(s) granted under the terms of this contract cumulatively exceed ten-percent (10%) in a single calendar year. With any price increase, the contractor shall provide a copy of the supplier's price increase notification along with the request. Contract pricing adjustments shall not be considered for fuel price fluctuations and fuel surcharges shall not be paid under this contract.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

<input type="checkbox"/>	Direct Debit	1% Discount (Attach Copy of voided check)
<input type="checkbox"/>	Credit Card	3% Addition
<input type="checkbox"/>	Visa	<input type="checkbox"/> MC <input type="checkbox"/> AMEX
Number: _____		
Expiration Date: _____		
Signature: _____		
<input type="checkbox"/>	Check	
<input type="checkbox"/>	Other:	_____

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

<input type="checkbox"/>	Semi-Annual	1% Addition
<input type="checkbox"/>	Quarterly	3% Addition
<input type="checkbox"/>	Monthly	5% Addition

Schindler Elevator Corporation shall conduct preventative maintenance visits 2-3 times per year on average at this location. Entrapment calls will be prioritized to ensure the most rapid response possible.

After initial 1 year term, contract renews on a year to year basis for 2 consecutive renewals. After 2 consecutive 12 month renewals, contract ends. Manual price adjustments must be proposed annually and exclude fuel as a factor. Annual price adjustment cap of 10%

The attached terms and conditions are incorporated herein by reference.

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

Proposed: DocuSigned by:

Jacob Wilt

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By: Jacob Wilt

For: Schindler Elevator Corporation

Title: Sales Representative

Date: September 12 2022

Accepted:

By: Tommy Battle

For: City of , Huntsville AL

Title: Mayor

Date:

Approved: DocuSigned by:

Vaibhav H Shah

001D2D63B5D9462...

By: Vaibhav Shah

Title: General Manager Service

Date: 10/18/2022

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
4. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.
5. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
6. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Cost of collection and all other appropriate remedies for breach of contract.

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

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

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

11.) INSURANCE REQUIREMENTS

The Bidder/consultant shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Bidder/consultant shall procure and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Bidder/consultant, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after City of Huntsville approval.

Commercial General Liability

Products and Completed Operations

Contractual Liability

Personal Injury and Advertising Injury

Explosion, Collapse and Underground

Broad Form Property Damage

Waiver of subrogation

Severability of Interest

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation shall be included.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

5. Umbrella (Excess) Liability Insurance:

APPENDIX A

BONDS AND INSURANCE REQUIREMENTS

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and the Bidder shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before contract is awarded and work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE BIDDER/CONSULTANT:

The Bidder/consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Bidder/consultant shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The Bidder/consultant, to the fullest extent permitted by law, shall indemnify, hold harmless and defend the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of this contract, provided that any such claim, costs, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the Bidder/consultant, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

12. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Jurisdiction and venue shall be in the Courts of Madison County, Alabama and the State of Alabama.