



**Vendor - Please complete and return**

**BID SUMMARY**

**TITLE: Elevator Service Examination & Maintenance at the Larry C. Hardy  
Parking Deck and Old Town Parking Deck**

**DUE DATE: February 7, 2013, at 2:00 p.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Vendor understands and agrees, if selected as the successful Vendor, to accept a purchase/service order and to provide proof of the required insurance.

The Vendor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Vendor certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Vendor certifies that none of the following circumstances have occurred with respect to the Vendor, an officer of the Vendor, or an owner of a 25% or more share in the Vendor's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Vendor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Vendor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question

Vendor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt -- Government.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid. **Please bid on both #1 and #2 options below.**

1. Limited Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials and minor adjustments are part of the agreement. Replacement parts and labor are not.

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 2,640.00	\$ 2,719.20	\$ 2,800.78
Hourly rate for emergencies during regular work hours	\$ 132.78	\$ 136.76	\$ 140.86
Hourly rate for emergencies after regular work hours	\$ 225.73	\$ 232.49	\$ 239.46
Hourly rate for holidays & Sundays	\$ 265.56	\$ 273.52	\$ 281.72

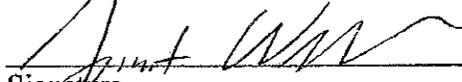
2. Full Maintenance, Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials, replacement of all components worn due to normal wear (unless specifically excluded), and labor are included, with the overtime premium outside the coverage).

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 6,000.00	\$ 6,180.00	\$ 6,365.00
Hourly rate for emergencies during regular work hours	\$ 0.00	\$ 0.00	\$ 0.00
Hourly rate for emergencies after regular work hours	\$ 92.95	\$ 95.73	\$ 98.61
Hourly rate for holidays & Sundays	\$ 132.78	\$ 136.76	\$ 140.86

**Vendor - Please complete and return**

ATTACHED AMENDMENT  
No. 1 is hereby made a  
Part of This Agreement

Submitted by:

  
\_\_\_\_\_  
Signature

Grant Wilhelm - Branch Manager  
\_\_\_\_\_  
Name and Title (Print)

(616) 942-4710                      (866) 564-3261  
\_\_\_\_\_  
Phone                                      Fax

ThyssenKrupp Elevator  
\_\_\_\_\_  
Company Name

1010 Garfield Suite 410  
\_\_\_\_\_  
Company Address

Traverse City                      MI                      49686  
\_\_\_\_\_  
City,                                      State,                      Zip

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

Corporation - Delaware  
\_\_\_\_\_  
If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, address, daytime phone number, and length of time services have been performed).

1. Please see attached reference sheet \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

SUBCONTRACTORS: (include name of company, contact person, address and daytime phone number).

1. N/A \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



AIA Document A305

# Contractor's Qualification Statement

1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY: THYSSENKRUPP ELEVATOR CORPORATION

Corporation

NAME:

Partnership

ADDRESS: 1995 NORTH PARK PLACE

Individual

SUITE 370

PRINCIPAL OFFICE: ATLANTA, GA. 30339

Joint Venture

Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

\_\_\_\_\_ General Construction

\_\_\_\_\_ HVAC

\_\_\_\_\_ Plumbing

\_\_\_\_\_ Electrical

xx Other ELEVATOR, ESCALATOR, DUMBWAITER  
(please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?  
46 YEARS

1.2 How many years has your organization been in business under its present business name?  
3 YEARS

1.2.1 Under what other or former names has your organization operated?  
DOVER ELEVATOR  
THYSSENKRUPP ELEVATOR COMPANY D/B/A THYSSEN DOVER ELEVATOR  
COMPANY

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 9-28-84

1.3.2 State of incorporation: DELAWARE

1.3.3 President's name: BARRY PLETCH

1.3.4 Vice-president's name(s): RICHARD HUSSEY

1.3.5 Secretary's name: MARSHA FERSHTMAN

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: N/A

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: N/A

1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:  
N/A

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

SEE ATTACHED LISTING

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.  
N/A

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.  
SERVICE, REPAIR, CONSTRUCTION AND MODERNIZATION OF VERTICAL AND HORIZONTAL TRANSPORTATION.

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?  
NO

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?  
NONE OF MATERIAL CONSEQUENCE

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?  
NONE OF MATERIAL CONSEQUENCE

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
- 3.4.1 State total worth of work in progress and under contract: **ELEVATOR CONSTRUCTION CONTRACTS & SUBCONTRACTS WITH TOTAL VALUE OF APPROXIMATELY 660 MILLION.**
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.5.1 State average annual amount of construction work performed during the past five years: **1.3 BILLION (APPROXIMATELY)**
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization

#### 4. REFERENCES

- 4.1 Trade References:  
(LOCAL TRADE REFERENCES WILL BE FURNISHED BY SALES OFFICES UPON REQUEST)

- 4.2 Bank References:  
**CITIBANK OF DELAWARE  
(302) 324-6649**

- 4.3 Surety:  
4.3.1 Name of bonding company:  
**FEDERAL INSURANCE COMPANY**

- 4.3.2 Name and address of agent:  
**MARSH CANADA, LTD.  
70 UNIVERSITY AVENUE, STE. 800  
TORONTO, ONTARIO M5J2M4**

5. FINANCING

5.1 Financial Statement. NO

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:  
ERNST & YOUNG 2400 ONE COMMERCE SQUARE  
MEMPHIS, TN. 38103 (SEPTEMBER 30, 2002)

5.1.3 Is the attached financial statement for the identical organization named on page one?  
NO

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).  
PARENT

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?  
NO

## ThyssenKrupp Elevator

### Reference List

City of Traverse City

Larry C. Hardy Parking Deck

303 East State Street

Traverse City, MI 49684

Contact: Gil Rupp

Phone: (231) 922-0241

Cedar Creek Commons

12047 S. Elk Run

Traverse City, MI 49684

Contact: Dan Smith

Phone: (231) 631-1749

Traverse City Waste Water

2010 Eastern Ave

Traverse City, MI 49686

Contact: Art Krueger

Phone: (231) 922-4920

Village of Bay Ridge

3848 Silver Lake Road

Traverse City, MI 49684

Contact: Brett Busick

Phone: (231) 932-9455

Glen Eagle

3950 Sumac Dr.

Traverse City, MI 49684

Contact: Dave and Heather Dubois

Phone: (231) 935-4553

Elk Rapids Community Gov Center

315 Bridge Street

Elk Rapids, MI 49629

Contact: Bill White

Phone: (231) 264-9333

**Previous experience: ThyssenKrupp Elevator has been maintaining the Larry C. Hardy Parking Deck since 2009. We also maintain the Traverse City Heritage Museum and Traverse City Water Treatment Facility**

## **Current State of Michigan Requirements**

Currently the State of Michigan requires that each elevator be inspected at least once every 90 days along with the fire service. The State also requires an annual smoke test and a three (3) year full load test.

# Platinum Service Agreement

**Purchaser:** TRAVERSE CITY, CITY OF  
303 E STATE ST  
TRAVERSE CITY, MI, 49684-6750

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
1940 Turner Ave., Suite B  
Grand Rapids , MI 49504  
Phone: 616-942-4710  
Fax: 616-942-4691  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our"

## PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Larry C Hardy Parking Deck	303 E. State Street	Otis	Hydraulic	39753	4
Larry C Harding Parking Deck	303 E. State Street	Otis	Hydraulic	39754	4
Old Town Parking Deck	125 East Eighth Street	Schindler	Hydraulic	330A	4
Old Town Parking Deck	125 East Eighth Street	Schindler	Hydraulic	330A	4

**ThyssenKrupp Elevator Americas**



**ThyssenKrupp**

# Platinum Service Agreement

## **Preventative Maintenance Program**

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - o Control and landing positioning systems
  - o Signal fixtures
  - o Machines, drives, motors, governors, sheaves, and wire ropes
  - o Power units, pumps, valves, and jacks
  - o Car and hoistway door operating devices and door protection equipment
  - o Loadweighers, car frames and platforms, and counterweights
  - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and

# Platinum Service Agreement

modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## **Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## **Overtime Service Requests**

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

## **VIEW®(Check box if included)**

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the locations services under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, [www.tke-view.com](http://www.tke-view.com), for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

## **VISTA®(Check box if included)**

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of you elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitor performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

## **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set

# Platinum Service Agreement

forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

# Platinum Service Agreement

## ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

### Section 1, Elevator Detail:

Total number of elevators in Building : \_\_\_\_\_

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

### Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

### Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: (       ) - \_\_\_\_\_

Phone # for Local Fire Department: (       ) - \_\_\_\_\_

### Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:
---

**Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

### Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and

# Platinum Service Agreement

maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

## **Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## **Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

## **Items Not Covered**

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

## **Other Conditions**

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered

# Platinum Service Agreement

under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. ~~You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement~~

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. ~~We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.~~ If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

~~In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.~~

~~You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.~~

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

## Price.

The price for the services as stated in this agreement shall be Five Hundred Dollars (\$500.00) per month, excluding taxes, payable quarterly in advance.

# Platinum Service Agreement

## **Term**

This agreement is effective for Thirty Six (36) month(s) starting 03/01/2013 and is non-cancelable.

## **Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state. *Per bid Documents*

## **Early Payment Discount**

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

## **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

## **Special Considerations**

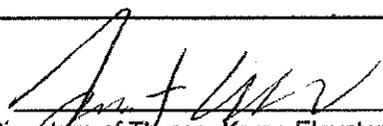
No Special Considerations.

# Platinum Service Agreement

## Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	TRAVERSE CITY, CITY OF:	ThyssenKrupp Elevator Corporation Approval:
<p>By:  (Signature of ThyssenKrupp Elevator Representative)</p> <p>Grant Wilhelm Branch Manager grant.wilhelm@thyssenkrupp.com</p> <p><u>2-6-13</u> (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>

# Bronze Service Agreement

**Purchaser:** TRAVERSE CITY, CITY OF  
303 E STATE ST  
TRAVERSE CITY, MI, 49684-5750

Hereinafter referred to as "Purchaser", "you", and "your"

**By:** ThyssenKrupp Elevator Corporation  
1940 Turner Ave., Suite B  
Grand Rapids, MI 49504  
Phone: 616-942-4710  
Fax: 616-942-4691  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our"

## BRONZE SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Larry C Hardy Parking Deck	303 E. State Street	Otis	Hydraulic	39753	4
Larry C Harding Parking Deck	303 E. State Street	Otis	Hydraulic	39754	4
Old Town Parking Deck	125 East Eighth Street	Schindler	Hydraulic	330A	4
Old Town Parking Deck	125 East Eighth Street	Schindler	Hydraulic	330A	4

**ThyssenKrupp Elevator Americas**



**ThyssenKrupp**

# Bronze Service Agreement

## **Limited Preventative Maintenance Program**

We will service your elevator equipment described in this agreement 4 times per year. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
  - o Controller
  - o Machine
  - o Motor
  - o Interlocks
- Lubricate guide rails
- Make minor adjustments at the time of the regular examinations

## **Parts Repair and Replacement**

Repair and/or replacement parts and labor are **not included** in this agreement without an additional charge. We will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## **Service Requests During Normal Working Days and Hours**

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this

# Bronze Service Agreement

agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours, as defined above, and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard billing rates.

## **Overtime Service Requests**

We will respond to your overtime service requests and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

## **ThyssenKrupp Communications® (Check box if included)**

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to

# Bronze Service Agreement

that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

# Bronze Service Agreement

## ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

### Section 1, Elevator Detail:

Total number of elevators in Building \_\_\_\_\_

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

### Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

### Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: (        ) \_\_\_\_\_ - \_\_\_\_\_  
 Phone # for Local Fire Department: (        ) \_\_\_\_\_ - \_\_\_\_\_

### Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

**Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

### Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and

# Bronze Service Agreement

maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

## **Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## **Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

## **Items Not Covered**

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

## **Other Conditions**

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered

# Bronze Service Agreement

under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. ~~You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.~~

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. ~~We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement.~~ If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

## Price.

The price for the services as stated in this agreement shall be Two Hundred Twenty Dollars (\$220.00) per month, excluding taxes, payable quarterly in advance.

# Bronze Service Agreement

## **Term**

This agreement is effective for Thirty Six (36) month(s) starting 03/01/2013 and is non-cancelable.

## **Annual Price Adjustments**

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state. *per bid documents*

## **Early Payment Discount**

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

## **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

## **Special Considerations**

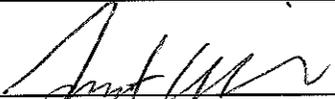
No Special Considerations.

# Bronze Service Agreement

**Acceptance**

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	TRAVERSE CITY, CITY OF:	ThyssenKrupp Elevator Corporation Approval:
<p>By:             (Signature of ThyssenKrupp Elevator Representative)</p> <p>Grant Wilhelm            Branch Manager            grant.wilhelm@thyssenkrupp.com</p> <p><u>2-6-13</u>            (Date Submitted)</p>	<p>By: _____            (Signature of Authorized Individual)</p> <p>_____            (Print or Type Name)</p> <p>_____            (Print or Type Title)</p> <p>_____            (Date of Approval)</p>	<p>By: _____            (Signature of Authorized Individual)</p> <p>_____            (Print or Type Name)</p> <p>_____            (Print or Type Title)</p> <p>_____            (Date of Approval)</p>

# TEAM *Service*

## Hydraulic Elevator Maintenance Tasks & Records

### JOBSITE INFORMATION 20\_\_

Job Name: \_\_\_\_\_

Job Address: \_\_\_\_\_

Route/Contract #: \_\_\_\_\_ Elevator # \_\_\_\_\_ of \_\_\_\_\_

Contract Type: Platinum Premier  Platinum  Gold  Bronze

Building Manager/Supt.: \_\_\_\_\_ Location: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext.: \_\_\_\_\_

Building Engineer: \_\_\_\_\_ Location: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext.: \_\_\_\_\_

### EQUIPMENT DATA

Elevator # \_\_\_\_\_, State Installation # \_\_\_\_\_, Unit Serial # \_\_\_\_\_

Original Manufacturer: \_\_\_\_\_ Controller Mfg.: \_\_\_\_\_

Controller Name & Model \_\_\_\_\_

Controller Type: Simplex  Duplex  Group  Other \_\_\_\_\_

Landings/Openings: \_\_\_\_\_ Valve Mfg. Model: \_\_\_\_\_

Door Equipment Mfg.: \_\_\_\_\_ Model: \_\_\_\_\_

Pump Motor Mfg. & Model: \_\_\_\_\_ HP \_\_\_\_\_ Voltage: \_\_\_\_\_

Supply Voltage: \_\_\_\_\_ Pump Mfg. & Model: \_\_\_\_\_ Belted \_\_\_\_\_

Submersible: \_\_\_\_\_ Main Piston Mfg.: \_\_\_\_\_ Packing Type & Sizes \_\_\_\_\_

The frequency of periodic inspections and tests are recommended by ASME A17.1-2007 (8.11.1.3 Periodic Inspection and Test Frequency). The frequency of maintenance intervals, as required by Section 8.6, are determined by the TKEstimate program.

**ThyssenKrupp Elevator**  
Americas Business Unit



**ThyssenKrupp**

# Hydraulic Test Records

**INSTRUCTIONS:**

- (1) Use one record for each controller.
- (2) When any section of the Maintenance Tasks & Records is complete or full, replace with a new Maintenance Tasks & Records.
- (3) Turn in all complete or full Maintenance Tasks & Records to Branch Office for filing.

## Hydraulic Internal Audit Record

Date	Auditor	Title

## Elevator # \_\_\_\_\_ Hydraulic Oil Machine Room Log

If the reason for the missing oil cannot be determined by visual inspection, the unit must be taken out of service (lock-out/tag-out) until cause is determined, corrected, and tested per ASME A17.1 by relief valve setting and system pressure test and cylinder leak down test.

Date	Additional Oil Amount	Cause	Technician

### Complete the following information after performing Category One (1) Tests

	Date	Conducted By	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
8.11.3.2.1 – Relief Valve Setting and System Pressure Test						Yes / No
8.11.3.2.2 – Hydraulic Cylinders and Pressure Piping						Yes / No
8.11.3.2.3 - Add'l _____						
8.11.3.2.3 (a) – Normal Terminal Stopping Devices						Yes / No
8.11.3.2.3 (b) – Governors, Overspeed Switch, and Seals						Yes / No
8.11.3.2.3 (c) – Safeties						Yes / No
8.11.3.2.3 (d) – Oil Buffers						Yes / No
8.11.3.2.3 (e) – Firefighter's Emergency Operation						Yes / No
8.11.3.2.3 (f) – Standby Power Operation						Yes / No
8.11.3.2.3 (g) – Power Operations of Door System						Yes / No
8.11.3.2.3 (h) – Emergency Terminal Speed Reducing Devices						Yes / No
8.11.3.2.3 (i) – Low Oil Protection Operation						Yes / No
8.11.3.2.4 – Flexible Hose and Fitting Assemblies						Yes / No
8.11.3.2.5 – Pressure Switch						Yes / No

### Complete the following information after performing Category Three (3) Tests

Test	Date	Conducted By	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
8.11.3.3.1 – Unexposed Portions of Pistons (roped hydro)						Yes / No
8.11.3.3.2 – Pressure Vessels						Yes / No

### Complete the following information after performing Category Five (5) Tests

Test	Date	Conducted By	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
8.11.3.4.1 – Governors, Safeties, and Oil Buffers (roped hydro)						Yes / No
8.11.3.4.2 – Coated Ropes (roped hydro)						Yes / No
8.11.3.4.3 – Wire rope fastenings (roped hydro)						Yes / No
8.11.3.4.4 – Plunger Gripper						Yes / No
8.11.3.4.5 – Overspeed Valves						Yes / No

### Other/Additional Testing

Test	Date	Conducted By	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
						Yes / No
						Yes / No





**City of Traverse City Parking Decks**  
**Hourly Labor Billing Rates**

<b><u>Mechanic</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>
Regular Time:	\$132.78	\$136.76	\$140.86
X 1.7 Rate:	\$225.78	\$232.49	\$239.46
X 2.0 Rate:	\$265.56	\$273.52	\$281.72

**Helper**

Regular Time:	\$106.23	\$180.59	\$186.00
X 1.7 Rate:	\$180.59	\$186.00	\$191.59
X 2.0 Rate:	\$212.46	\$218.83	\$225.39

**Team**

Regular Time:	\$239.00	\$246.17	\$253.56
X 1.7 Rate:	\$406.30	\$418.49	\$431.04
X 2.0 Rate:	\$478.00	\$492.34	\$507.11

**Overtime Portion Labor Billing Rates**

*(Applicable only to the Platinum Full Service Maintenance Agreement)*

**Mechanic**

1.7 Rate:	\$92.95	\$95.73	\$98.61
2.0 Rate:	\$132.78	\$136.76	\$140.86

**Helper**

1.7 Rate:	\$74.36	\$76.59	\$78.89
2.0 Rate:	\$106.23	\$180.59	\$186.00

**Team**

1.7 Rate:	\$167.31	\$172.33	\$177.49
2.0 Rate:	\$239.01	\$246.18	\$253.56

After hours service callback requests between the hours of 4:30pm and 8:00am Monday thru Friday and Saturday all day will be billed at the 1.7 rate.

After hours service callback requests on Sundays and Holidays will be billed at the 2.0 rate.

Please Note: Overtime portion labor rates apply only to Platinum Maintenance Agreements.

# Parts & Components Function **F** FIELD FACTORY FIRST

- Supply direct replacement Original Equipment Manufacturer (OEM) parts
- Expedite overnight deliveries
- Process ground shipments
- Research when part number is unknown
- Advise replacement parts or conversions
- Coordinate design prior to manufacturing for non stock items
- Offer competitive market pricing

ThyssenKrupp Elevator  
Americas Business Unit



ThyssenKrupp

# Fun Facts



- Parts & Components handles more than 7,000 calls each month
- Parts Distribution Center ships approximately 1,500 orders per week
- Parts Distribution Center currently stocks over 5,400 different parts
- Escalator Task Force has increased stock of Escalator parts by 26%
- New parts manuals available including CDs

ThyssenKrupp Elevator  
Americas Business Unit



ThyssenKrupp

## Contact Person



Grant Wilhelm  
Branch Manager

**ThyssenKrupp Elevator Americas**  
1940 Turner Ave NW, Grand Rapids, MI 49504  
Phone: (616) 942-4710, Mobile: (616) 550-3185  
Fax: (866) 564-3261  
E-mail: [grant.wilhelm@thyssenkrupp.com](mailto:grant.wilhelm@thyssenkrupp.com)  
Internet: [www.thyssenkruppelevator.com](http://www.thyssenkruppelevator.com)

## **Callback Response Times**

### **Service Request Response Time During Regular Hours**

15 to 90 Minutes Regular Time Entrapment/Emergency Response

15 to 120 Minutes Regular Time No Entrapment or Emergency Response

### **Service Request Response Time During Overtime**

15-60 Minutes Overtime Entrapment/Emergency Response

15-90 Minutes Overtime No Entrapment or Emergency Response

## ThyssenKrupp Elevator

ThyssenKrupp Elevator

1940 Turner Ave NW Suite B

Grand Rapids, MI 49504

Phone: (616) 942-4710

Fax: (866) 564-3261

ThyssenKrupp Elevator

1010 Garfield Suite 410

Traverse City, MI 49686

Phone: (800) 336-9180

Fax: (866) 564-3261

### Office Personnel

Name	Title
Grant Wilhelm	Branch Manager
Scott Graham	Service Manager
Bill Dufour	Account Manager
Joel Leong	Account Manager
Connie Babbitt	Office Manager

### Field Employees

Bob Gardner	Route Mechanic
Don Goss	Route Mechanic
Ron Koning	Adjuster
Jeff Mandeville	Route Mechanic
Gary Narhi Sr.	Service Mechanic
Tony Sefcovic	Route Mechanic
Jim Sherriffs	Route Mechanic
Scott Stratmeyer	Service Mechanic
Bob Wilson	Route Mechanic

**Vendor - Please complete and return**

**BID SUMMARY**

**TITLE: Elevator Service Examination & Maintenance at the Larry C. Hardy  
Parking Deck and Old Town Parking Deck**

**DUE DATE: February 7, 2013, at 2:00 p.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Vendor understands and agrees, if selected as the successful Vendor, to accept a purchase/service order and to provide proof of the required insurance.

The Vendor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Vendor certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Vendor certifies that none of the following circumstances have occurred with respect to the Vendor, an officer of the Vendor, or an owner of a 25% or more share in the Vendor's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Vendor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Vendor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

- Act.
  - ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
  - iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
  - iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
  - v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question

Vendor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid. **Please bid on both #1 and #2 options below.**

1. Limited Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials and minor adjustments are part of the agreement. Replacement parts and labor are not.

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 4800	\$ 5040	\$ 5292
Hourly rate for emergencies during regular work hours	\$ 135	\$ 141.75	\$ 148.83
Hourly rate for emergencies after regular work hours	\$ 200	\$ 210	\$ 220.50
Hourly rate for holidays & Sundays	\$ 200	\$ 210	\$ 220.50

2. Full Maintenance, Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials, replacement of all components worn due to normal wear (unless specifically excluded), and labor are included, with the overtime premium outside the coverage).

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 7200	\$ 7560	\$ 7938
Hourly rate for emergencies during regular work hours	\$ 135	\$ 141.75	\$ 148.83
Hourly rate for emergencies after regular work hours	\$ 200	\$ 210	\$ 220.50
Hourly rate for holidays & Sundays	\$ 200	\$ 210	\$ 220.50

Vendor - Please complete and return

Submitted by:

Signature

SCOTT SIMMONS (OWNER)  
Name and Title (Print)

517 655 5400 517 655 5461  
Phone Fax

GREAT LAKES ELEVATOR  
Company Name

530 E. GRAND RIVER RD  
Company Address

WILLIAMSTON MI 48895  
City, State, Zip

Sole proprietorship/partnership/corporation

SOLE PROPRIETORSHIP  
If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, address, daytime phone number, and length of time services have been performed).

- CITY OF BAY CITY  
301 WASHINGTON AVE BAY CITY, MI 49708
- CITY OF CHARLEVOIX  
210 STATE ST. CHARLEVOIX 49720
- SOM STATE OFFICE BUILDING TRAVERSE CITY  
701 ELMWOOD ST. TRAVERSE CITY, MI

SUBCONTRACTORS: (include name of company, contact person, address and daytime phone number).

- KINCAID HENRY BUILDING GROUP  
934 CLARK ST. LANSING, MI 48906 517 332 8210
- EYDE COMPANY  
245 SUMMIT ST. TOLEDO, OH 517 351 2480
- RIVERTOWN CONTRACTORS  
668 QUINCY ST. GRANDVILLE MI 49418 616 896 6488

# GREAT LAKES ELEVATOR

530 E. GRAND RIVER RD. P.O. Box 383 WILLIAMSTON, MI 48895  
 p:(517)655-5400/f:(517)655-5461  
 e:info@glelevators.com/w: www.glelevators.com

To:

Name: CITY OF TRAVERSE CITY - DECK ELEVATOR		<b>O &amp; G Maintenance</b>
Address: 400 BOARDMAN AVE TRAVERSE CITY, MI 49684		
Representative: JULIE DALTON		
Phone: 231 922 4440	Fax:	Email:

(Hereinafter called You)

By: GREAT LAKES ELEVATOR, INC., (Hereinafter called Company), through our office located at:

530 E. Grand River  
 Williamston, MI 48895

In your building located at:

Name: CITY OF TRAVERSE CITY LARRY C. HARDY PARKING DECK OLD TOWN PARKING DECK
Address: 303 E. STATE ST.      125 E. 8 <sup>th</sup> ST. CITY OF TRAVERSE CITY

### EQUIPMENT DESCRIPTION

(PLEASE LIST INDIVIDUALLY, ATTACH NEW SHEET IF NEEDED)

Type	Manufacturer	Elev. State ID	Landings/Opening
2500#			4
2500#			4
3500#			4
3500#			4

Agrees to service the above elevator equipment, described herein, on the following terms and conditions:

## **MAINTENANCE – O&G**

On a quarterly basis we will examine the above elevators including inspection, lubrication, and adjustment of the following parts:

Main motor, relays, resistors, condensers, contacts, leads, cables, sheaves, interlocks, contacts, guide shoes, tracks, safeties and rollers.

Repair or replacement of worn or defective items will be handled as an extra to the contract, and billed at our normal billing rates.

State required load tests will be included in the price of this contract.

If you desire additional visits to the site, we will bill at our normal billing rates including expenses.

## **PROCEDURE**

All examinations will be performed during our regular working hours of our regular working days.

## **OWNERSHIP**

It is agreed that we do not assume possession or control of any part of the elevator that remains yours solely as owner and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation.

You agree to provide us unrestricted ready access to all areas of the building in which any part of the elevator is located and to keep all machine rooms and pit area free from water, stored materials and excessive debris. You agree to provide a safe work place for our personnel, and to remove any hazardous materials in accordance with applicable laws and regulations.

## **DECLARATION**

We shall not be liable for any loss, damage, or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, fire explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, malicious mischief or acts of God.

In the event an outside Independent Inspector is required, it would be the owner's responsibility.

Under no circumstances shall we be liable for any indirect, special or consequential damage of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss or use of any equipment or property, whether in contract, tort, including negligence, warranty or otherwise.

## **PAYMENTS**

Payments shall be made on a minimum *QUARTERLY* basis, due on the first day of each such billing period, beginning on the Commencement Date.

You will also pay, in addition to the Contract Price, any tax (including but not limited to sales, use or excise tax) imposed on us, our suppliers or you by any existing or future law, statute, court decision, rule or regulation in connection with services to be provided hereunder or the installation or replacement of any parts or materials by us hereunder.

**GREAT LAKES  
ELEVATOR**

The contract price will be adjusted progressively yearly. The price increase will be 5% per year.

**TERMS**

This agreement shall be for a term of \_\_\_\_\_ ( ) years commencing at 12:01 midnight on \_\_\_\_\_ and ending at 12:00 midnight on \_\_\_\_\_. This agreement shall be renewed automatically for additional term of one (1) year unless terminated by written notice by either party, mailed and post marked at least ninety (90) days prior to the end of the term or any renewal thereof.

**PRICE PER QUARTER**                      \$ 1200

*\*\*Load Tests are STATE required every 3 years\*\**



**530 E. Grand River Rd.  
Williamston, MI 48895  
Phone: 517-655-5400  
Fax: 517-655-541  
Email: info@glelevators.com**

*Scott Simmons*

Accepted by (Authorized Great Lakes Elevator Rep.)

*Scott Simmons*

Signature

*Owner*

Title

*2-7-13*

Date

Accepted by (Authorized Building Rep.)

Signature

Title

Date

# GREAT LAKES ELEVATOR

530 E. GRAND RIVER RD. P.O. Box 383 WILLIAMSTON, MI 48895  
 p:(517)655-5400/f:(517)655-5461  
 e:info@glelevators.com/w: www.glelevators.com

Name: CITY OF TRAVERSE CITY - DECK ELEVATOR		<b>Full Maintenance</b>
Address: 400 BOARDMAN AVE. TRAVERSE CITY, MI 49684		
Representative: JULIE DALTON		
Phone: 231-922-4440	Fax:	Email:

(Hereinafter called *You*)

By: GREAT LAKES ELEVATOR, INC., (Hereinafter called *Company*), through our office located at:

**530 E. Grand River  
Williamston, MI 48895**

In your building located at: 303 E. STATE ST. / 125 E. 8<sup>th</sup> ST. CITY OF TRAVERSE CITY

Address: CITY OF TRAVERSE CITY OLD TOWN PARKING DECK / LARRY C. HARDY PARKING DECK		
Contact Person:	Phone:	Email:

### EQUIPMENT DESCRIPTION

(PLEASE LIST INDIVIDUALLY, ATTACH NEW SHEET IF NEEDED)

Type	Manufacturer	Elev. State ID	Landings/Openings
2500 #			4
2500 #			4
3500 #			4
3500 #			4

Agrees to service the above elevator equipment, described herein, on the following terms and conditions:

## I. WHAT IS INCLUDED?

The Company will use its employees, trained for this work and supervised by the Company's Technical Management Personnel, to do the following:

- A. Perform a scheduled program of examinations, lubrications, adjustments and cleaning.
- B. When conditions warrant, in the judgment of the Company, replace or repair the following: (unless excluded-see below)
  - Anti-Creep Devices
  - Brake Coils, Linings, Shoes and Pins
  - Over-speed Governors
  - Brushes, Commutators, Windings and Coils
  - Car and Counterweight Safeties
  - Compensating Cables or Chains Hoisting Motors
  - Compensating Sheaves and their Contacts
  - Contacts, Relays, Resistors and Transistors Control Cables
  - Worms, Gears, Bearings and Rotating Elements
  - Door Protective Devices
  - Controls, Selector, Dispatch, Signal and Relay Panels
  - Control Cables
  - Drive, Governor, Deflector and Buffers
  - Guide Shoe, Gibs or Rollers Hoisting and Governor Cables & their Fastenings
  - Hydraulic Fluid
  - Hydraulic Fluid Reservoirs
  - Packing & Seals for Hydraulic Pistons
  - Hydraulic Valves, both Manual and Automatic
  - Hydraulic Power Units
  - Load Weighing and Dispatching Devices
  - Key Type Equipment
  - Mufflers and Silencers
  - Limit Landing, Leveling, and Slow Down Switches
  - Operating Buttons and Switches Solid State Panels, Boards and Control Devices
  - Hoisting Machines and Machine Brakes or Solid State Motor Drive Selector Motors and Drives
  - Hatch Door Interlocks and Gate
  - Operating Equipment
  - M.R., Hoistway, Pit and Car Top Cleaning
- C. Furnish and apply lubricants as compounded to the Company's specifications.
- D. Lubricate guide rails *except for* roller guide installations.
- E. Re-lamp all elevator signals, but only during regularly scheduled visits.
- F. Periodically equalize the tension on the hoisting cables.
- G. Analyze periodically the equipment when deemed appropriate by the Company and make all repairs, replacements and adjustments required to maintain the equipment in the same condition as it existed at the inception of this agreement. The Company will review the analysis with the Purchaser upon request.
- H. Periodically clean elevator hatchway equipment, including rails, door hangers, car tops, hatchway switches and buffers.
- I. Make replacements, adjustments and repairs to the equipment required by reason of ordinary wear and tear, except as excluded in Part II below.
- J. Upon written request from Purchaser, recommend additional equipment or modifications of existing equipment to discourage vandalism to, or misuse of, any part of the equipment.

## II. WHAT IS NOT INCLUDED?

- A. Repair and/or replacement of the following items:
- |  |   |   |   |
|--|---|---|---|
| Casings and Buried Piping  | Hoistway Enclosures   | Hoistway Gates, Doors, Frames and Sills     |   |
| Communication Systems, telephones and lines  | Cover Plates for Signal Fixtures                                    | PCV Inground                                | Main Line Power Switches, Fuses, Breakers and Feeders to Elevator               |
| Cylinders & Pistons  | Tank heaters  | Control Equipment                           | Music Systems, Heating Systems, and/or Air Conditioning Systems                 |
| Door Hardware and Hinges   | Parts out of date or exceeding the life cycle of the unit (25 yrs.) | Software                                    | Any and all existing violation correction services, parts and labor.            |
| Sills and/or conduits  | Car Enclosures (including Panels, Doors, Gates, Ventilation         | Motor Windings                              | Smoke and Heat Sensors  |
| Equipment Ceilings, Diffusers, Light Tubes and Bulbs, Computers, Servers, Remote Monitors, Card Readers, Key Switches/Key Pads | Handrails,  | Outdated Load Tests                         | Security Systems  |
| Mirrors, Carpets and applied Floor Coverings)  |   | Pipe and Pipe Fitting located above ground. | Emergency Car Lights, Alarm Bells, Batteries, and all battery powered Equipment |
- B. Call backs and/or damages caused by fluctuations beyond 10% plus or minus the rated voltages, electrical power surges, spikes, brown outs, or lightning storms.
- C. Independent Inspectors fees, re-inspection fees, or any other State fees.
- D. Additional features, attachments or replacements with parts of different design when recommended or directed by government authorities or insurance carriers.
- E. Replacements, repairs or adjustments caused by vandalism, water, accidents, storms, fire department, misuse, obsolescence and/or proprietary equipment/tools.
- F. All required testing.

## III. PURCHASER'S RESPONSIBILITIES

- A. The prices and services as outlined herein are based upon the Purchaser furnishing to the Company legible, current wiring diagrams for the equipment to be serviced.
- B. The Purchaser is to provide the Company with free and full access to the equipment for the performance of its services.
- C. Safe working conditions in and around the equipment is essential to the performance of this agreement and must be maintained by the Purchaser.
- D. In the event of any change in ownership, management or tenancy of the premises, the effect of which is to relieve the Purchaser of responsibility for the maintenance of the equipment covered by this agreement, the Purchaser shall advise the Company not less than thirty (30) days prior to such change of the name and the address of the person to be responsible in order to permit the Company to negotiate a new agreement under the same terms and conditions with such person. Purchaser shall continue to be liable for payments under the agreement for a period of sixty (60) days from the change or until the new agreement is effective whichever is sooner.
- E. Purchaser shall not permit others to make alterations, additions, adjustments, repairs or replacements to the equipment being serviced hereunder.
- F. To report immediately any condition which may indicate the need for correction, service or maintenance before the next regular examination.
- G. To remove the elevator from service and to preclude public access thereto in the event of malfunction, and to immediately notify the company thereof.

H. Purchaser agrees to keep the elevator machine room and elevator pit free of rubbish.

\*\*If purchaser requests any work included in this agreement to be performed other than within the hours listed below, the Company will bill the Purchaser an additional amount equal to the difference between the Company's normal straight time billing rates and overtime billing rates in effect at the time of service.

#### IV. HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below, 8 a.m. - 5 p.m. Monday - Friday.

The Company will provide emergency minor adjustment call-back service:

- During regular working hours of the regular working days only
- On Overtime call-backs, we will absorb the worked hours at single time rates and you will be charged for the overtime premium portion only at our regular billing rates.
- On a 24-hour, 7 day a week basis -limited to two team hours of overtime

#### V. PRO-RATIONS

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum service from these items, the Company is accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this proposal, extra at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. You will agree to pay for that portion of the list of the items used prior to the date of this contract, and the Company agrees to pay for that portion used since the date of this contract

#### SCHEDULE OF PARTS TO BE PRO-RATED

#### EXCLUSIONS:

Exclusions are described below and incorporated as part of this agreement.

#### VI. LIMITS OF LIABILITY

The Company assumes no liability for:

- A. Injuries or damages to persons or property except injuries or damages caused by the Company's acts or omissions;
- B. Death, injury or other damage to or caused by unauthorized persons in, on or about the elevator, including the elevators roof, cables, shaft and the equipment for its operation.
- C. Death, injury or other damages caused by design defects in the Purchaser's Equipment not the correction of any such design defects; and
- D. Any loss, damage or delay caused by acts of vandalism, strikes, lockouts, fire explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or by any cause beyond the Company's reasonable control, and, in no event, shall the Company be liable for consequential damages.

#### VII. EFFECTIVE DATE

This agreement shall be for a term of \_\_\_\_\_ ( ) years commencing at 12:01 midnight on \_\_\_\_\_ and ending at 12:00 midnight on \_\_\_\_\_. This agreement shall be renewed automatically for additional terms of \_\_\_\_\_ ( ) years unless terminated by written notice by either party, mailed and post marked at least ninety (90) days prior to the end of the term or any renewal thereof.

#### VIII. CONTRACT PRICE

The price for this service shall be: \$ 1800 per quarter, payable quarterly, in advance, plus any local, state or federal taxes assessed in connection with this contract.

**GREAT LAKES  
ELEVATOR**

\*\*This price as established herein is based upon the existing use and occupancy of Purchaser's facility. Future changes in these factors may alter significantly the Company's ability to provide the specified services at the contract price. In the event of such change, the Company will notify the Purchaser, in writing, of a recommended modification of this agreement. If the parties cannot agree to such modification, either party may terminate this agreement ninety (90) days from the mailing of the written notice.

\*\*The contract price will be adjusted progressively yearly (on the anniversary date of the commencement of the contract). The price increase will be 5% per year.

\*\*Payments in arrears for thirty (30) days or more shall be considered delinquent and shall be increased by a finance charge of 2% per month.

## IX. ACCEPTANCE

\*\*This proposal, when signed and accepted by the Purchaser and approved by an authorized representative of the Company, shall constitute the agreement between the parties, and all prior representations or agreements, whether written or verbal, are superseded.

\*\*If the Purchaser's acceptance or subsequent renewal of this agreement is in the form of a purchase order or similar document, the provisions of this agreement shall govern in the event of conflict or omission.

PRICE PER QUARTER \$ 1800

# GREAT LAKES ELEVATOR

530 E. Grand River Rd.  
Williamston, MI 48895  
Phone: 517-655-5400  
Fax: 517-655-541  
Email: info@glelevators.com

Accepted by (Authorized Building Rep.)

Signature

Title

Date

Accepted by (Authorized Great Lakes Elevator Rep.)

Signature

Title

Date

Scott Simmons

Scott Simmons

Owner

2-7-13

# GREAT LAKES ELEVATOR

## State of Michigan Current maintenance and Testing Requirements

Hydraulic Units – Inspection Maintenance required every 90 days minimum by a licensed elevator mechanic.

State of Michigan	Quarterly Fire Service
State of Michigan	Annual Testing of the Fire Recall
State of Michigan	Every 3 Years Load Test/ Pressure Relief Valve Test
	In Ground Hydraulic require a 2 Hour set test

Traction Units – Inspection Maintenance required every 90 days minimum by a licensed elevator mechanic.

State of Michigan	Quarterly Fire Service
State of Michigan	Annual Testing: No Load, Fire Service
State of Michigan	Every 5 Years: Full Load Test

# GREAT LAKES ELEVATOR

**Contact Person:**

Scott Simmons  
530 E. Grand River Rd.  
Williamston, MI 48895  
Phone: 5176555400  
Fax: 5176555461  
Email: [info@glelevators.com](mailto:info@glelevators.com)

Or

Patrice Drainville  
530 E. Grand River Rd.  
Williamston, MI 48895  
Phone: 5176555400  
Fax: 5176555461  
Email: [info@glelevators.com](mailto:info@glelevators.com)

**Response Times: 1 Hour Response Time**

**Emergency Contact Number for 24Hour answering service 5176557416 (Elevator phone will be programmed to his number)**

# GREAT LAKES ELEVATOR

## Great Lakes Professional Experience

**Scott Simmons**

Licensed Elevator Mechanic

30+ years experience

**John Novitsky**

Licensed Elevator Mechanic

20+ years experience

**Tom Nelson**

Licensed Elevator Mechanic

15+ years experience

**Phil Lighthiser**

Licensed Elevator Mechanic

15+ years experience

**Dave Miller**

Field Superintendent

20+ years experience

# GREAT LAKES ELEVATOR

## Statement of Parts Availability:

Majority of replacements are available with overnight delivery. Excluded items would be discontinued parts.

# GREAT LAKES ELEVATOR

## We Have Worked with Numerous Contractors

<p>CPM Construction, Inc. 2560 S. Cleveland Avenue St. Joseph, MI 49085 Phone: (269) 983-2555 / Fax: (269) 983-0201</p>	<p>CWD Real Estate Development, LLC 15 Ionia Grand Rapids, MI 489503 Phone: (616) 726-1700 / Fax: (616) 726-5222</p>
<p>Eyde Company 245 Summit St Toledo, OH 43602 Phone: (517) 351-2480 / Fax: (517) 351-3946</p>	<p>Granger Construction 6267 Aurelius Rd Lansing, MI 48911 Phone: (517) 393-1670 / Fax: (517) 393-0812</p>
<p>Kincaid Henry Building Group 934 Clark Street Lansing, MI 48906 Phone: (517) 332-8210 / Fax: (517) 332-8710</p>	<p>Laux Construction 4218 Charlar Drive Holt, MI 48842 Phone: (517) 694-0117 / Fax: (517) 694-0359</p>
<p>Mackinaw City Construction 701 South Huron Mackinaw City, MI 49701 Phone: (231) 420-2734 / Fax: (231) 436-5005</p>	<p>Owen-Ames-Kimball Co. 300 Ionia NW Grand Rapids, MI 49503 Phone: (616) 456-1521 / Fax: (616) 458-0770</p>
<p>Resource Residential 6501 Yale Street Westland, MI 48185</p>	<p>Ripman Construction 2826 S. Maple Valley Road St. Helen, MI 48656 Phone: (989) 389-3630 / Fax: (989) 389-7577</p>
<p>Rivertown Contractors 608 Quincy St. SW Grandville, MI 49418 Phone: (616) 896-6488 / Fax: (877) 984-1776</p>	<p>Robbert Construction 9651 N. Greenville Road P.O. Box 199 Lakeview, MI 48850 Phone: (989) 352-7200 / Fax: (989) 352-6193</p>
<p>Starbest Construction 1040 West Hamlin Road Rochester Hills, MI 48309 Phone: (248) 601-2692 / Fax: (248) 651-0717</p>	<p>Sugar Construction 2968 Venture Drive Midland, MI 48640 Phone: (989) 631-4154 / Fax: (989) 631-7012</p>
<p>The Christman Co. 208 N. Capitol Avenue Lansing, MI 48933 Phone: (517) 374-0828 / Fax: (517) 482-3520</p>	<p>The Gillespie Company 329 S. Washington Square, Suite 1 Lansing, MI 48933 Phone: (517) 327-8887 / Fax: (517) 886-3550</p>
<p>Triangle, Inc. 3769 3 Mile Rd. NW Grand Rapids, MI 49534 Phone: (616) 453-3950 / Fax: (616) 453-5952</p>	<p>Vesta Building Industries, LLC 1219 ½ Turner Street Lansing, MI 48906 Phone: (517) 999-3636 / Fax: (517) 913-5975</p>

**Some of Our Projects:**

<b>NEW CONSTRUCTION</b>	<b>MODERNIZATION</b>
550 Apartments, Lansing, MI	Auto-Owners Office Building, Lansing, MI
Baraga DNR, Baraga, MI	Battle Creek VA Hospital, Battle Creek, MI
Courtyard Marriot, Battle Creek, MI	Battle Creek VA Office Building, Battle Creek, MI
DNR Roscommon Conference Center, Roscommon, MI	CWD Brassworks, Grand Rapids, MI
Fantastic Finds Bridal Store, Lansing, MI	CWD Glenwood, Grand Rapids, MI
Gladwin Police Station, Gladwin, MI	Charles Chamberlain Federal Courthouse, Lansing, MI
Lake Union Conference Center, Berrien Springs, MI	Grand Tower, Lansing, MI
Mackinac Bay Trading Co., Mackinaw City, MI	Hunter's West Apartments, Westland, MI
Madison Square Nursing Home, Grand Rapids, MI	Hy-Tower Parking Garage, Toledo, OH
Marshall St. Armory, Lansing, MI	Traverse City State Office Building, Traverse City, MI
Merrill Schools, Merrill, MI	
Thelma Joyce Comfort Station, Lansing, MI	
Walker Residential, Lansing, MI	

# GREAT LAKES ELEVATOR

530 E. GRAND RIVER RD. P.O. Box 383 WILLIAMSTON, MI 48895  
 p:(517)655-5400/f:(517)655-5461  
 e:info@glelevators.com/w:www.glelevators.com

## MAINTENANCE CONTRACTS

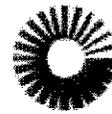
<p><b>AmeriLodge Group, LLC</b>          1040 West Hamlin Road          Rochester Hills, MI 48309          Contact: Brandon Gildner          Phone: (248) 601-2500          Fax: (248) 651-0717  <u>Properties:</u>          Holiday Inn Express Bay City          Holiday Inn Express Chesterfield          Holiday Inn Express Dimondale          Fairfield Inn Fenton          Holiday Inn Express Grand Blanc          Holiday Inn Express Howell          Holiday Inn Express Logansport, IN          Holiday Inn Express Plymouth, IN          Holiday Inn Express Tipp City, OH          Holiday Inn Express Utica</p>	<p><b>Grand Rapids Community College</b>          143 Bostwick Avenue NE          Grand Rapids, MI 49503          Contact: Mellissa David          Phone: (616) 234-3853          Fax: (616) 234-3855  <u>Properties:</u>          Administration Building          McCabe-Marlow Hall          Sneden Hall          Tassell Hall          Whitehall</p>
<p><b>Bay/Arenac Intermediate School District</b>          4155 Monitor Rd.          Bay City, MI 48706          Contact: Gary Soggs          Phone: (989) 667-3270          Fax: (989) 667-3202</p>	<p><b>Kirtland Community College</b>          10775 N. St. Helen Road          Roscommon, MI 48653          Fax: (989) 275-8210</p>
<p><b>Best Western</b>          3640 E. Cork Street          Kalamazoo, MI 49001          Contact: Sonny          Phone: (269) 506-2355</p>	<p><b>Klas Management</b>          38500 Woodward Avenue          Bloomfield Hills, MI 48034          Contact: Santosh Pillar          (248) 203-2128</p>
<p><b>Caster &amp; Associates</b>          1500 Kendale Blvd.          Suite 305          East Lansing, MI 48823          Contact: Jim Caster</p>	<p><b>Lake Michigan College</b>          2755 E. Napier Ave          Benton Harbor, MI 49002          Contact: Eric Martin          Phone: (269) 927-8608</p>

<p>Phone: (517) 332-5222  Fax: (517) 351-6266  <u>Property:</u>  The Exchange, Owosso, MI</p>	<p><u>Properties:</u>  Main Campus  Mendel Center  South Haven  WMU</p>
<p><b>CB Bucket &amp; Bar</b>  132 Grand River  Williamston, MI  Contact: Craig Banwell  Phone: (517) 281-6100</p>	<p><b>Lion Investment Group</b>  7743 West Grand River Avenue  Brighton, MI  Contact: Moses Fram  Phone: (248) 495-8705  Fax: (248) 220-2381</p>
<p><b>City of Bay City</b>  301 Washington Avenue  Bay City, MI 49708  Contact: Susan Carmien  Phone: (989) 894-8115  Fax: (989) 894-8222  <u>Properties:</u>  Wastewater Treatment Plant  Water Treatment Plant</p>	<p><b>Okemos Community Church</b>  4734 Okemos Road  Okemos, MI 48864  Contact: Jane Travis  Phone: (517) 349-4220</p>
<p><b>City of Charlevoix</b>  210 State St.  Charlevoix, MI 49720  Contact: Paul Ivan (231) 547-3279  <u>Properties:</u>  Boat Dock  City Hall  Fire Station</p>	<p><b>Spanish Church of God</b>  400 Franklin SW  Grand Rapids, MI 49503  Contact: Hector  Phone: (616) 241-5401</p>
<p><b>City of Fenton</b>  301 South Leroy Street  Fenton, MI 48430  Contact: Lynn Markland  Phone: (810) 629-2261  Fax: (810) 629-2004  <u>Property:</u>  Fenton Library</p>	<p><b>Traverse City State of Michigan Building</b>  701 Elmwood  Traverse City, MI</p>
<p><b>City of Sterling Heights</b>  40555 Utica Rd.  Sterling Heights, MI 48311  Phone: (586) 446-2740  Fax: (586) 276-4062  <u>Properties:</u>  City Hall  Police Department  Public Library  District Court  Community &amp; Youth Center</p>	<p><b>The Lockwood Companies</b>  30100 Telegraph Road, Suite 426  Bingham Farms, MI 48025  Contact: Jennifer Staniszewski  Phone: (248) 971-3264  Fax: (248) 203-6691  <u>Properties:</u>  Lockwood of Fenton  Lockwood of Waterford</p>

Senior Activity Center	
<b>CWD Real Estate Development</b> 15 Ionia SW Suite 630 Grand Rapids, MI 49503 Contact: Sherri Willis Phone: (616) 726-1700 Fax: (616) 726-5222 <u>Properties:</u> CWD 169 Monroe CWD 180 Monroe CWD Brassworks CWD Cabrio CWD Corl-Knott CWD Glenwood CWD Lee Shore Lemon Wheeler CWD Lee Shore Leonard	<b>Vlahakis Family Partnership</b> 4900 Montrose Okemos, MI 48864 Contact: Paul Vlahakis Phone: (517) 381-4900 <u>Properties:</u> Vlahakis 101 Vlahakis 2025 Vlahakis 4900
<b>Days Inn</b> 7711 West Saginaw Highway Lansing, MI 48917 Contact: Sonny Phone: (517) 627-8471	<b>Volunteers of America</b> 430 N. Larch Street Lansing, MI 48910 Contact: Chuck Phone: (517) 204-0088
<b>Faith Church</b> 2300 Lake Lansing Rd. Lansing, MI 48912 Contact: John Everett Phone: (517) 669-9223	<b>Walker Residential</b> PO Box 1331 East Lansing, MI 48826 Contact: Dr. Sam Saboury Phone: (480) 747-0371 Fax: (517) 351-0050
<b>Free Methodist Church</b> 4400 N. Williamston Road Williamston, MI 48895 Contact: (517) 655-3668 Phone: (517) 655-3668	
<b>Grand Haven Eagles</b> 20 N. 2nd Street Grand Haven, MI 49417 Contact: Dean Nash Phone: (616) 842-4330 Fax: (616) 842-0778	

**Otis Elevator Company**

1777C South Garfield Avenue  
Traverse City, MI 49686  
(231) 360-7473 Fax: (860) 622-6862



**Otis**

A United Technologies Company

- A. Bid Summary Sheet (Complete) See attached.
- B. We have 6 route mechanics that work out of our Traverse City office that average over 25 years of experience. Otis Elevator has been around for over 150 years; enabling us to be the market leader in service and safety.
- C. References (See attached Bid Summary)
- D. Based on the type of your equipment The State of Michigan currently requires:
  - A 3 year Pressure Relief Valve Test (covered under both of our proposals)
  - An annual fire service test (covered under both of our proposals)
  - Maintenance visits every 90 days (covered under both of our proposals)
- E. Please see attached maintenance proposals that outline parts coverage and exclusions.
- F. I included a special hourly billing rate of \$275/hour per mechanic for any services provided above the scope of the contract.
- G. Please see attached maintenance proposals that outline parts coverage and exclusions.
- H. For inquires please contact myself; Mark Pierson (Senior Account Manager) located in Traverse City, MI at 231-360-7473 or via email at [mark.pierson@otis.com](mailto:mark.pierson@otis.com) should you have any questions.
- I. We have a guaranteed response time (communication from Otis) of 1 hour.

Please contact me if you have any questions. If you do not have any questions and would like to proceed; please sign and fax the document back to me at 860-622-6862. Thank you.

Sincerely,

Mark Pierson  
Account Manager  
Cell-231-360-7473  
Fax-860-622-6862  
[Mark.pierson@otis.com](mailto:Mark.pierson@otis.com)

**Vendor - Please complete and return**

**BID SUMMARY**

**TITLE: Elevator Service Examination & Maintenance at the Larry C. Hardy Parking Deck and Old Town Parking Deck**

**DUE DATE: February 7, 2013, at 2:00 p.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Vendor understands and agrees, if selected as the successful Vendor, to accept a purchase/service order and to provide proof of the required insurance.

The Vendor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Vendor certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Vendor certifies that none of the following circumstances have occurred with respect to the Vendor, an officer of the Vendor, or an owner of a 25% or more share in the Vendor's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Vendor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Vendor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

- Act. ii. A persistent and knowing violation of the Michigan Consumer Protection
- Safety Act. iii. Willful or persistent violations of the Michigan Occupational Health and
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question

Vendor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt – Government.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid. Please bid on both #1 and #2 options below.

1. Limited Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials and minor adjustments are part of the agreement. Replacement parts and labor are not.

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 2700 <sup>00</sup>	\$ 2781 <sup>00</sup>	\$ 2864 <sup>43</sup>
Hourly rate for emergencies during regular work hours	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>
Hourly rate for emergencies after regular work hours	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>
Hourly rate for holidays & Sundays	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>

2. Full Maintenance, Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials, replacement of all components worn due to normal wear (unless specifically excluded), and labor are included, with the overtime premium outside the coverage).

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 5760 <sup>00</sup>	\$ 5932 <sup>80</sup>	\$ 6110 <sup>78</sup>
Hourly rate for emergencies during regular work hours	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>
Hourly rate for emergencies after regular work hours	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>
Hourly rate for holidays & Sundays	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>	\$ 275 <sup>00</sup>

\* HOURLY RATE IS ONLY APPLIED IF CUSTOMER DAMAGE OR DUE TO FACTORS OUT OF OUR CONTROL. IE. FLOOD, VANDALISM ETC.

**Vendor - Please complete and return**

Submitted by:

Mark W. Pierson

Signature  
MARK PIERSON  
SENIOR ACCT. MGR.

Name and Title (Print)

OTIS ELEVATOR  
COMPANY

Company Name  
1777C SOUTH GARFIELD AVE.  
TRAVERS CITY, MI. 49686  
Company Address

231-360-7473 860-622-6862

Phone

Fax

City, ↑

State,

Zip

MARK.PIERSON@OTIS.COM  
EMAIL

Sole proprietorship/partnership/corporation

CONNECTICUT

If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, address, daytime phone number, and length of time services have been performed).

1. MUNSON MEDICAL CENTER, GORDY FORSYTHE, 1105 6TH ST., TRAVERS CITY, 231-935-7370, 10 YEARS +
2. MCLAREN HOSPITAL NORTHWEN MICHIGAN, TERRY BENNETT, 416 CONNABLE AVE, PETOSKEY, 231-838-0454, 10 YEARS +
3. LAKE SUPERIOR UNIVERSITY, PAUL TRUMBLY, 650 W. EASTERDAY AV SAULT STS MARIE, MI. 906-630-1907, 10 YEARS +

SUBCONTRACTORS: (include name of company, contact person, address and daytime phone number).

1. NOT APPLICABLE
- 2.
- 3.

# The City of Traverse City

Office of the City Manager  
(231) 922-4440 Fax (231) 922-4476

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, Michigan  
49684



VENDOR OTIS ELEVATOR CO. S.O. T.B.D. DATE 2/6/13

If you will be providing services to the City of Traverse City, this is to notify you that all Vendors must provide a current certificate of insurance from a company licensed to business in the State of Michigan to the City Manager's Office with the amounts of liability as indicated below prior to services being rendered. If Vendor will be rendering services to the City throughout the year, the City may use the same certificate of insurance that Vendor provides (as long as it remains current) for each service order issued.

The Vendor agrees not to change and agrees to maintain such insurance throughout the period of performance of this service order. Vendor will upon acceptance of this service order provide a certificate of insurance to the City Manager's Office. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expire, all activities under this service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereto presented to the City. Please fax or mail the original ASAP.

**Contractor's Commercial General Liability Insurance:** The Vendor shall acquire and maintain during the life of this service order, commercial general liability insurance coverage in the amount of \$1,000,000 minimum per occurrence for all claims arising out of the Vendor's work.

Including completed operations coverage  Including products liability coverage

**The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

**Environmental/Pollution Liability:** The Vendor shall acquire and maintain during the life of the service order, environmental/pollution liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Vendor, on a claims made basis with a three (3) year reporting period; or in the alternative, the Vendor must continuously maintain the required environmental/pollution liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Vendor's environmental/pollution liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Vendor must purchase a three-year extended reporting period at the Vendor expense.

**The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

**Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, with limits of liability of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles. **The City of Traverse City shall be named as additional insured.**

**Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles if a motor vehicle is used to provide services or products.

**Professional Liability Insurance:** The Vendor shall procure and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum.

**Workers Compensation.** The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City prior to services being rendered (the City requires a waiver to be signed & notarized).

**Garage Keepers Liability Insurance (if on Vendor's property).** The Vendor shall procure and maintain during the life of this service order, garage keepers liability insurance on an "occurrence basis" in the amount of \$500,000-\$1,000,000 per occurrence. (revised 4/11)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 20 CHURCH STREET HARTFORD, CT 06103	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED OTIS ELEVATOR COMPANY ONE FARM SPRINGS ROAD FARMINGTON, CT 06032	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	
	INSURER B: The Insurance Company of the State of Pennsylvania	
	INSURER C: Illinois National Insurance Co.	
	INSURER D: National Union Fire Insurance Company of Pittsburgh, PA	
	INSURER E: New Hampshire Insurance Company	NAIC #
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** QGM8TLHY                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			02CSET10004 \$2,000,000 general aggregate per location/project \$10,000,000 policy general aggregate	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			02HUT10021	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B C D E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CA-019736909 FL-019736910 CT WC(SIR 2.5MM)EX COV-1192493 NJ-019736911, MULTI-019736912 MULTI-019736913 MN-019736914, MA-019736919	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
This certificate only applies to CONTRACT #  
SAMPLE, SAMPLE, SAMPLE, MI

**CERTIFICATE HOLDER**                      **CANCELLATION**

SAMPLE SAMPLE SAMPLE, MI USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# OTIS

DATE: 02/07/2013

**TO:**

City of Traverse City-Parking Deck(s)  
Attn: City Treasurer  
400 Boardman Avenue  
Traverse City, MI 49684

**FROM:**

Otis Elevator Company  
1777-C S Garfield Avenue  
Traverse City, MI 49686

**EQUIPMENT LOCATION:**

Larry C. Hardy Parking Deck  
303 East State Street  
Traverse City, MI 49684

Old Town Parking Deck  
125 East Eighth Street  
Traverse City, MI 49684

Mark Pierson  
Phone: (231) 360-7473  
Fax: (860) 622-6862

**PROPOSAL NUMBER:** MP272013B

**EQUIPMENT DESCRIPTION:**

Number of Units	Manufacturer	Equipment Type	Machine Numbers
2	Otis Elevator Company	Hydraulic	State #'s 39753-54
2	Schindler Elevator	Roped Hydraulic	State #'s 49603-04

**LUBRICATE AND SURVEY SERVICE**

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**COVERAGE**

**SURVEY**

We will conduct an annual survey of the Units and provide a written report of their condition.

**REGULAR VISITS**

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

Visit Frequency	Selection
Monthly	<input type="checkbox"/>
Bimonthly	<input type="checkbox"/>
Quarterly	<input checked="" type="checkbox"/>

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.

LUBRICATE AND SURVEY SERVICE

- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

**EXCLUSIONS**

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

**NORMAL HOURS**

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

**24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service via Otis.com and our OTISLINE<sup>®</sup> 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or thru an OTISLINE<sup>®</sup> customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

**CUSTOMER REPRESENTATIVE**

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS<sup>®</sup> program.

**REPORTS – e\*SERVICE**

We will use the OMMS<sup>®</sup> program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

**SAFETY AND ENVIRONMENT**

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**SAFETY TESTS – TRACTION ELEVATORS**

Code requires an annual no load test and at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, car buffers, and counterweight buffers. These tests are not included in the Contract. You agree to conduct and pass the annual no load and five year, full load test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

**SAFETY TESTS – HYDRAULIC ELEVATORS**

Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

**FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are

located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE<sup>®</sup> service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

**OWNERSHIP AND LICENSES**

**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

**OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

**OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

**THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

**CLARIFICATIONS**

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. We will not be required to make any replacements, renewals, or repairs necessitated by any reason including, but not limited to, ordinary wear and tear, fire, explosion, theft, floods, water, weather, earthquake, obsolete or discontinued parts, vandalism, misuse, abuse, mischief, or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

To the fullest extent permitted by law, you agree to indemnify, hold harmless, and defend us from any claims, damages, losses, costs, and expenses (including attorneys' fees and other litigation costs) which arise in connection with the equipment covered by this Contract, except for our sole negligence.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in

contract, tort, warranty or otherwise.

## **SPECIAL PROVISIONS**

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**There will be an annual cap on contract price increases set at 3%.**

**Payments are to be made quarterly.**

**We will perform the 3 Year Pressure Relief Valve Test as required by the State of Michigan.**

**We will perform the Annual Fire Service Test as required by the State of Michigan.**

**You are to receive Special Billing rate of \$275 per mechanic per hour for any work outside the scope of this contract including travel.**

**Our bid is conditioned on mutually acceptable terms and conditions with neither party liable for consequential damages.**

### **4. Insurance**

**In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.**

### **In General**

**Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God. Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind.**

## **CONTRACT PRICE AND TERM**

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### **CONTRACT PRICE**

**Two hundred twenty-five dollars (\$225.00) per month, payable annually**

### **PRICE ADJUSTMENT**

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **1/1/2013** which was **\$77.034**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

### **TERM**

The Commencement Date will be TBD. The Term of this Contract will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed at each three (3) year anniversary for an additional three (3) years term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current three (3) year term.

## **PAYMENTS**

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Payments will be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on

the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Mark Pierson

Title: Senior Account Manager

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

E-mail:

\_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Name of Company: \_\_\_\_\_

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**LUBRICATE AND SURVEY SERVICE**

# OTIS

DATE: 02/07/2013

**TO:**

City of Traverse City-Parking Deck(s)  
Attn: City Treasurer  
400 Boardman Avenue  
Traverse City, MI 49684

**FROM:**

Otis Elevator Company  
1777-C S Garfield Avenue  
Traverse City, MI 49686

**EQUIPMENT LOCATION:**

Larry C. Hardy Parking Deck  
303 East State Street  
Traverse City, MI 49684

Old Town Parking Deck  
125 East Eighth Street  
Traverse City, MI 49684

Mark Picerson  
Phone: (231) 360-7473  
Fax: (860) 622-6862

**PROPOSAL NUMBER:** MP272013A

**EQUIPMENT DESCRIPTION:**

Number of Units	Manufacturer	Equipment Type	Machine Numbers
2	Otis Elevator Company	Hydraulic	State #'s 39753-54
2	Schindler Elevator	Roped Hydraulic	State #'s 49603-04

**OTIS MAINTENANCE**

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

**OTIS MAINTENANCE MANAGEMENT SYSTEM™**

We will use the Otis Maintenance Management System™ preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS® standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**PERFORMANCE**

**MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment, of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

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### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

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### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

## **COMMUNICATION**

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### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS<sup>®</sup> program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – e\*SERVICE**

We will use the OMMS<sup>®</sup> program to record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

## **SAFETY AND ENVIRONMENT**

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### **SAFETY TESTS – TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**SAFETY TESTS - ROPED HYDRAULIC ELEVATORS**

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

**FIREFIGHTERS’ SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**WORK SCHEDULE**

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**NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM<sup>®</sup> monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

**OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

**OWNERSHIP AND LICENSES**

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**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

**OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

**OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

**SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

**THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

**CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract by providing thirty (30) days written notice.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations,

and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

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**There will be an annual cap on contract price increases set at 3%.**

**Payments are to be made quarterly.**

**You are to receive Special Billing rate of \$275 per mechanic per hour for any work outside the scope of this contract including travel.**

**The Schindler Inverted Roped Hydro units referenced as State #'s 49603-04 at the Old Town Parking Deck packings will not be covered under this contract, however we will replace at a cost determined when and if there are needed.**

**Our bid is conditioned on mutually acceptable terms and conditions with neither party liable for consequential damages.**

**4. Insurance**

**In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.**

**In General**

**Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God. Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind.**

**CONTRACT PRICE AND TERM**

---

**CONTRACT PRICE**

**Four hundred eighty dollars ( \$480.00) per month, payable annually**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

**A. Material**

**Forty-eight dollars (\$48.00)** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2012** which was **217.600**.

**B. Labor**

**Four hundred thirty-two dollars (\$432.00)** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2013** which was **77.034**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be TBD.

The Term of this Contract unless modified under the extended term below, will be for three (3) years beginning on the Commencement Date. The Contract will automatically be renewed at each third anniversary for an additional three (3) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current three (3) year term.

**EXTENDED TERM**

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs

(including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Mark Pierson

Title: Senior Account Manager

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

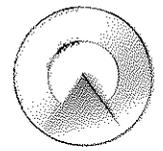
Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Principal, Owner or  
Authorized Representative of Principal or Owner

Agent:  
\_\_\_\_\_  
(Name of Principal or Owner)

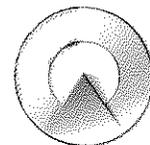
**OTIS MAINTENANCE**



**Schindler**

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- 2. Bid Summary Forms – Larry C. Hardy Parking Deck**
- 3. Bid Summary Forms – Old Town Parking Deck**
- 4. Company Information – Qualifications and Experience  
-Items B through I per #9. Submittal of Bid**
- 5. Attachment A – Maintenance Tasks – Maintenance Control  
Program**
- 6. Attachment B – Parts availability / Additional Information**



**Schindler**

SCHINDLER ELEVATOR CORPORATION  
3135 Pine Tree Road Suite B  
Lansing, MI 48911  
(517) 272-1234  
(517) 272-1240 (fax)

February 6, 2013

The City of Traverse City  
400 Boardman Avenue  
Traverse City, MI 49684

RE: Elevator Maintenance Bid – Larry C. Hardy Parking Deck / Old Town Parking Deck

Dear Ms. Julie Dalton,

Thank you for the opportunity to bid on the elevator maintenance for the Larry C. Hardy Parking Deck and the Old Town Parking Deck with the City of Traverse City. Schindler Elevator Corporation would welcome the opportunity to continue working with the City of Traverse City.

Schindler currently maintains over 60,000 elevators and escalators nation wide. Our local District Office maintains over 2600 elevators and escalators in southern, central and northern Michigan. Schindler Elevator maintains elevators at many locations in northern Michigan and the Traverse City area including the facilities listed on the attached reference form.

The information requested for submittal (Items A-I) are included below and on the attached documents:

Item A - Attached.

Item B - Information included in this letter and attached documents.

Item C - Attached

Item D - Attached

Item E - **Full Maintenance Pricing** - All parts and components would be covered with the exception of item that are damaged by others.

**Limited Examination Pricing** - All parts and components would be billed additional.

Item F - Attached

Item G - Attached – Attachment B

Item H - Included in this letter

Item I - Response time for any emergency callbacks would be one hour or less.

Our bid is based on entering into a contract based on mutually agreeable terms and completion of a legal review of the bid specifications.

Please feel free to contact me should you have any inquiries or questions regarding the information we have provided. You can contact me at the above phone number and address or by e-mail at [brett.cone@us.schindler.com](mailto:brett.cone@us.schindler.com).

Thank you again for the opportunity to bid on this project

Sincerely,  
Brett Cone

SCHINDLER ELEVATOR CORPORATION  
Account Representative  
[brett.cone@us.schindler.com](mailto:brett.cone@us.schindler.com)

**Vendor - Please complete and return**

**BID SUMMARY**

**TITLE: Elevator Service Examination & Maintenance at the Larry C. Hardy  
Parking Deck and Old Town Parking Deck**

**DUE DATE: February 7, 2013, at 2:00 p.m.**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Vendor understands and agrees, if selected as the successful Vendor, to accept a purchase/service order and to provide proof of the required insurance.

The Vendor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Vendor certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Vendor certifies that none of the following circumstances have occurred with respect to the Vendor, an officer of the Vendor, or an owner of a 25% or more share in the Vendor's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Vendor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Vendor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

Larry C. Hardy Parking Deck

- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question

Vendor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt -- Government.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid. **Please bid on both #1 and #2 options below.**

1. Limited Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials and minor adjustments are part of the agreement. Replacement parts and labor are not. Larry C. Hardy Parking Deck

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 1,464.00	\$ 1,464.00	\$ 1,464.00
Hourly rate for emergencies during regular work hours	\$ 141.00	\$ 141.00	\$ 141.00
Hourly rate for emergencies after regular work hours	\$ 188.00	\$ 188.00	\$ 188.00
Hourly rate for holidays & Sundays	\$ 220.00	\$ 220.00	\$ 220.00

2. Full Maintenance, Examination, Lubrication and Safety Testing Agreement, with the understanding that necessary lubricants, cleaning materials, replacement of all components worn due to normal wear (unless specifically excluded), and labor are included, with the overtime premium outside the coverage).

	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$ 2,328.00	\$ 2,328.00	\$ 2,328.00
Hourly rate for emergencies during regular work hours	\$ 141.00	\$ 141.00	\$ 141.00
Hourly rate for emergencies after regular work hours	\$ 188.00	\$ 188.00	\$ 188.00
Hourly rate for holidays & Sundays	\$ 220.00	\$ 220.00	\$ 220.00

**Vendor - Please complete and return**

Submitted by:

  
Signature

Pete Long - District Manager  
Name and Title (Print)

(517) 272-1234      (517) 272-1240  
Phone                      Fax

Schindler Elevator Corporation  
Company Name

3135 Pine Tree Rd.  
Company Address

Lansing                      MI                      48911  
City,                              State,                      Zip

Corporation  
Sole proprietorship/partnership/corporation

Delaware

If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, address, daytime phone number, and length of time services have been performed).

1. Please see attached - Item C.
- 2.
- 3.

SUBCONTRACTORS: (include name of company, contact person, address and daytime phone number.

1. N/A
- 2.
- 3.

# The City of Traverse City

Office of the City Manager  
(231) 922-4440 Fax (231) 922-4476

GOVERNMENTAL CENTER  
400 Boardman Avenue  
Traverse City, Michigan  
49684



VENDOR Schindler Elevator Corp.

S.O. \_\_\_\_\_

DATE 2/6/13

If you will be providing services to the City of Traverse City, this is to notify you that all Vendors must provide a current certificate of insurance from a company licensed to business in the State of Michigan to the City Manager's Office with the amounts of liability as indicated below prior to services being rendered. If Vendor will be rendering services to the City throughout the year, the City may use the same certificate of insurance that Vendor provides (as long as it remains current) for each service order issued.

The Vendor agrees not to change and agrees to maintain such insurance throughout the period of performance of this service order. Vendor will upon acceptance of this service order provide a certificate of insurance to the City Manager's Office. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expire, all activities under this service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereto presented to the City. Please fax or mail the original ASAP.

**Contractor's Commercial General Liability Insurance:** The Vendor shall acquire and maintain during the life of this service order, commercial general liability insurance coverage in the amount of \$1,000,000 minimum per occurrence for all claims arising out of the Vendor's work.

\_\_\_\_\_ Including completed operations coverage \_\_\_\_\_ Including products liability coverage

**The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

\_\_\_\_\_ **Environmental/Pollution Liability:** The Vendor shall acquire and maintain during the life of the service order, environmental/pollution liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Vendor, on a claims made basis with a three (3) year reporting period; or in the alternative, the Vendor must continuously maintain the required environmental/ pollution liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Vendor's environmental/pollution liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Vendor must purchase a three-year extended reporting period at the Vendor expense.

\_\_\_\_\_ **The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

\_\_\_\_\_ **Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, with limits of liability of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles. **The City of Traverse City shall be named as additional insured.**

**Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles if a motor vehicle is used to provide services or products.

\_\_\_\_\_ **Professional Liability Insurance:** The Vendor shall procure and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum.

**Workers Compensation.** The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City prior to services being rendered (the City requires a waiver to be signed & notarized).

\_\_\_\_\_ **Garage Keepers Liability Insurance (if on Vendor's property).** The Vendor shall procure and maintain during the life of this service order, garage keepers liability insurance on an "occurrence basis" in the amount of \$500,000-\$1,000,000 per occurrence. (revised 4/11)

**CITY OF TRAVERSE CITY**  
**400 BOARDMAN AVE. - TRAVERSE CITY, MI 49684**  
**(231) 922-4440**

STANDARD [ ]

BLANKET [ ]

CONFIRMING [ ]

The above number must appear on your invoice, packages and all shipping papers and correspondence.

**IMPORTANT  
SHIP TO:**

TO:

**PURCHASE ORDER**

**CONTRACT**

**SERVICE ORDER**

If this is a service order or contract, refer to the provisions on the reverse side.

ORDER DATE		REQUISITION	TERMS	SHIPPING INSTRUCTIONS	DATE REQUIRED
QUAN.	UNIT	DESCRIPTION		UNIT PRICE	AMOUNT
<b><u>SERVICE ORDER EXAMPLE</u></b>					

~~SALES TAX EXEMPT - GOVERNMENT~~

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**INSTRUCTION TO VENDOR - SEND ALL INVOICES TO THE CITY TREASURER**

400 Boardman Avenue, Traverse City, MI 49684. Service/Purchase Order No. and Department name must be shown on all documents. A separate invoice must be submitted for each Service/Purchase Order. Cash discount date will begin with receipt of invoice or goods whichever is later.

**Vendor - Please complete and return**

**BID SUMMARY**

**TITLE:** Elevator Service Examination & Maintenance at the Larry C. Hardy  
Parking Deck and Old Town Parking Deck

**DUE DATE:** February 7, 2013, at 2:00 p.m.

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Vendor submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Vendor certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Vendor understands and agrees, if selected as the successful Vendor, to accept a purchase/service order and to provide proof of the required insurance.

The Vendor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Vendor certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Vendor certifies that none of the following circumstances have occurred with respect to the Vendor, an officer of the Vendor, or an owner of a 25% or more share in the Vendor's business, within 3 years prior to the bid:

- (a) conviction of a criminal offense incident to the application for or performance of a contract;
- (b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Vendor's business integrity;
- (c) conviction under state or federal antitrust statutes;
- (d) attempting to influence a public employee to breach ethical conduct standards; or
- (e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the City indicates that the Vendor is unable to perform responsibility or which reflects a lack of integrity that could negatively impact or reflect upon the City of Traverse City, including but not limited to, any of the following offenses or violations of:
  - i. The Natural Resources and Environmental Protection Act.

Old Town Parking Deck

- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question

Vendor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. The criteria used by the City may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the City. The City is sales tax exempt -- Government.

Vendor agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid. **Please bid on both #1 and #2 options below.**

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	Old Town Parking Deck		
	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$1,464.00	\$1,464.00	\$1,464.00
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Hourly rate for holidays & Sundays	\$220.00	\$220.00	\$220.00

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	1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
Total annual cost for each of three years	\$2,328.00	\$2,328.00	\$2,328.00
Hourly rate for emergencies during regular work hours	\$141.00	\$141.00	\$141.00
Hourly rate for emergencies after regular work hours	\$188.00	\$188.00	\$188.00
Hourly rate for holidays & Sundays	\$220.00	\$220.00	\$220.00

**Vendor - Please complete and return**

Submitted by:

  
\_\_\_\_\_  
Signature

Pete Long - District Manager  
\_\_\_\_\_  
Name and Title (Print)

(517) 272-1234      (517) 272-1240  
\_\_\_\_\_  
Phone                      Fax

Schindler Elevator Corporation  
\_\_\_\_\_  
Company Name

3135 Pine Tree Rd.  
\_\_\_\_\_  
Company Address

Lansing                      MI                      48911  
\_\_\_\_\_  
City,                      State,                      Zip

Corporation  
Sole proprietorship/partnership/corporation

Delaware

\_\_\_\_\_  
If corporation, state of incorporation

REFERENCES: (include name of organization, contact person, address, daytime phone number, and length of time services have been performed).

1. Please see attached - Item C. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

SUBCONTRACTORS: (include name of company, contact person, address and daytime phone number).

1. N/A \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

# The City of Traverse City

Office of the City Manager  
(231) 922-4440 Fax (231) 922-4476

GOVERNMENTAL CENTER  
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VENDOR Schindler Elevator Corp.

S.O. \_\_\_\_\_

DATE 2/6/13

If you will be providing services to the City of Traverse City, this is to notify you that all Vendors must provide a current certificate of insurance from a company licensed to business in the State of Michigan to the City Manager's Office with the amounts of liability as indicated below prior to services being rendered. If Vendor will be rendering services to the City throughout the year, the City may use the same certificate of insurance that Vendor provides (as long as it remains current) for each service order issued.

The Vendor agrees not to change and agrees to maintain such insurance throughout the period of performance of this service order. Vendor will upon acceptance of this service order provide a certificate of insurance to the City Manager's Office. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expire, all activities under this service order shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereto presented to the City. Please fax or mail the original ASAP.

**Contractor's Commercial General Liability Insurance:** The Vendor shall acquire and maintain during the life of this service order, commercial general liability insurance coverage in the amount of \$1,000,000 minimum per occurrence for all claims arising out of the Vendor's work.

\_\_\_\_\_ Including completed operations coverage \_\_\_\_\_ Including products liability coverage

**The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

\_\_\_\_\_ **Environmental/Pollution Liability:** The Vendor shall acquire and maintain during the life of the service order, environmental/pollution liability insurance coverage in the amount of \$1,000,000 minimum per occurrence or, if per occurrence is unavailable to the Vendor, on a claims made basis with a three (3) year reporting period; or in the alternative, the Vendor must continuously maintain the required environmental/ pollution liability coverage on a claims made basis for the duration of the project plus three years after project completion. If the Vendor's environmental/pollution liability policy is canceled or not renewed and replacement coverage without an equivalent retro date is not procured, then the Vendor must purchase a three-year extended reporting period at the Vendor expense.

\_\_\_\_\_ **The City of Traverse City shall be named as additional insured for all claims arising out of the Vendor's work.**

\_\_\_\_\_ **Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, with limits of liability of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles. **The City of Traverse City shall be named as additional insured.**

**Automobile Liability Insurance:** The Vendor shall procure and maintain during the life of this service order, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles if a motor vehicle is used to provide services or products.

\_\_\_\_\_ **Professional Liability Insurance:** The Vendor shall procure and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum.

**Workers Compensation.** The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City prior to services being rendered (the City requires a waiver to be signed & notarized).

\_\_\_\_\_ **Garage Keepers Liability Insurance (if on Vendor's property).** The Vendor shall procure and maintain during the life of this service order, garage keepers liability insurance on an "occurrence basis" in the amount of \$500,000-\$1,000,000 per occurrence. (revised 4/11)

**CITY OF TRAVERSE CITY**  
**400 BOARDMAN AVE. - TRAVERSE CITY, MI 49684**  
**(231) 922-4440**

STANDARD [ ]      BLANKET [ ]      CONFIRMING [ ]

The above number must appear on your invoice, packages and all shipping papers and correspondence.

**IMPORTANT  
SHIP TO:**

TO:

- PURCHASE ORDER**
  - CONTRACT**
  - SERVICE ORDER**
- If this is a service order or contract, refer to the provisions on the reverse side.

ORDER DATE		REQUISITION	TERMS	SHIPPING INSTRUCTIONS	DATE REQUIRED
QUAN.	UNIT	DESCRIPTION		UNIT PRICE	AMOUNT
<b><u>SERVICE ORDER EXAMPLE</u></b>					

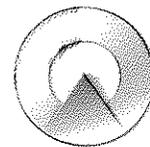
**SALES TAX EXEMPT GOVERNMENT**

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 DATE

**INSTRUCTION TO VENDOR - SEND ALL INVOICES TO THE CITY TREASURER**

400 Boardman Avenue, Traverse City, MI 49684. Service/Purchase Order No. and Department name must be shown on all documents. A separate invoice must be submitted for each Service/Purchase Order. Cash discount date will begin with receipt of invoice or goods whichever is later.



**Schindler**

**City of Traverse City – Elevator Service, Examination & Maintenance – Larry C.  
Hardy and Old Town Parking Decks**

## **B. Statement of Professional Qualification**

### **Company Information - Qualifications and Experience**

#### **State District Office**

**Schindler Elevator Corporation  
3135 Pine Tree Road  
Lansing, Michigan 48911**

#### **Corporate Office**

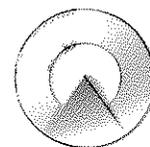
**Schindler Elevator Corporation  
20 Whippany Rd.  
Morristown, NJ 07960**

#### **Company Profile**

Schindler Elevator is a global elevator and escalator corporation founded in 1874, employing over 40,000 people world wide. The Schindler North American operation is based at the Morristown, New Jersey headquarters. With over 6000 employees serving 225 markets in the United States and Canada, Schindler has the network in place to provide quality customer service in all aspects of vertical transportation.

Schindler Elevator has 3 manufacturing facilities in the United States as well as our Center for Service Excellence located in Holland Ohio. The Center for Service Excellence is home to the SCSN call center, Schindler Logistic Center (parts supplier), and engineering support. Schindler is the number one supplier of escalators and the number two supplier of hydraulic elevators in the country. The Schindler Outstate Michigan District, based in Lansing, maintains over 2500 elevator and escalators in southern, western, central and northern Michigan. The Schindler Michigan District has operating offices that provide market coverage over the entire state of Michigan. (Offices in: Lansing, Ann Arbor, Livonia, Grand Rapids, Saginaw, Flint, Jackson, Kalamazoo, Battle Creek)

**The Schindler Michigan District office is located in Lansing and employs over 50 people around the state specializing in service maintenance, major repairs, modernization, and new construction installation, . Schindler employs 2 service technicians who reside in the Northern part of the state. Schindler also employees multiple technicians in both our Grand Rapids and Saginaw offices to offer support to our northern technicians. In addition, we employ 6 modernization and new construction installation teams who are experienced in major repairs should the need arise.**



**Schindler**

All work associated with the specification in this RFP will be organized and managed by our State District Office in Lansing. Technical and Engineering support will be available from our Holland, Ohio Center for Service Excellence and Team One (field engineering) technical support is available as need dictates.

### **Roles and Responsibilities of Key Personnel:**

The following is a list of key personnel who will be instrumental in the execution of elevator maintenance at the Federal Buildings in Lansing and Flint. The personnel who will be involved in fulfilling the demands of this contract have a wealth of experience in managing large maintenance contracts and modernization/upgrade projects.

#### **Local District Office Key Personnel**

**Pete Long – District Manager**

**20+ Years Schindler Elevator Corporation**

**-Oversees the Schindler Michigan operation including new installation, modernization, repair, and maintenance services.**

**Paul Lytikainen – Business Unit Manager**

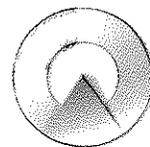
**25+ Years Schindler Elevator Corporation**

**-Manages the Existing Installation portfolio and all aspects related to maintenance services and repairs. Oversees the Account Representatives who deal directly with key account personnel to ensure complete customer satisfaction.**

**Mark Pawlowski – Service Superintendent**

**30+Years Schindler Elevator Corporation**

**-Direct supervisor of route technicians (Outstate Michigan) who perform maintenance, repair, and service work on existing installation units in the Schindler portfolio. Provides support to the journeyman elevator mechanics who will be providing the services related to this RFP.**



**Schindler**

**Eric Pierson – Service Manager**

**25+ Years Schindler Elevator Corporation**

**-Manager of Schindler Michigan service operations for existing installations.  
Provides support for the Superintendents and journeyman elevator mechanics that  
will be providing the services related to this RFP.**

**Paul Pawlowski – Modernization/Repair Superintendent**

**27+ Years Schindler Elevator Corporation**

**-Provides technical support to all journeyman elevator mechanics in the area of  
modernization and major/minor repairs for the Schindler Michigan district.**

**Alice Stehlik – Field Coordinator**

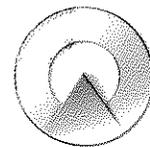
**50+ years Schindler Elevator Corporation**

**-Serves as coordinator for services performed by journeyman elevator mechanics /  
route technician. Provides support for scheduling and parts availability.**

**Brett Cone – Account Representative**

**6+ years Schindler Elevator Corporation**

**-Serves at a point of contact for Key Account personnel to provide information and  
resolve issues. Provides support to the journeyman elevator mechanics / route  
technicians to assist in any area of the services related to this RFP.**



**Schindler**

**Journeyman Elevator Mechanic / Field Technicians**

**John Gerdes – Journeyman Elevator Mechanic – Route Technician (Northern Michigan)**

**23+ Years – Construction, Repair, Modernization, Maintenance**

**Randy Wooley – Journeyman Elevator Mechanic – Route Technician (Saginaw/Northern Michigan)**

**30+ Years – Construction, Repair, Modernization, Maintenance**

**Josh Woodworth – Journeyman Elevator Mechanic – Route Technician (Saginaw/Northern Michigan)**

**12+ Years – Construction, Repair, Modernization, Maintenance**

**Terry Larson – Journeyman Elevator Mechanic – Route Technician (Grand Rapids)**

**25+ Years – Construction, Repair, Modernization, Maintenance**

**Jeff Messing – Journeyman Elevator Mechanic – Route Technician (Grand Rapids)**

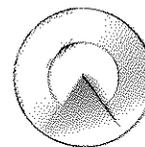
**20+ Years – Construction, Repair, Modernization, Maintenance**

**Dave Tiejema - Journeyman Elevator Mechanic – Route Technician (Grand Rapids/Northern Michigan)**

**20+ Years – Construction, Repair, Modernization, Maintenance**

**Joel Richmond – Journeyman Elevator Mechanic - Lead Modernization**

**25+ Years - Construction, Repair, Modernization, Maintenance**



**Schindler**

### **C. References**

1. **Turtle Creek Casio** – Sue Young. 7741 St. Hwy 72, Williamsburg, MI 49690  
(231) 534-8865 - 5 years.
2. **Holiday Inn Express** – Jessica Farnham. 3536 Mount Hope Rd., Acme, MI  
49610. (231) 938-2600 - 11 years.
3. **Cambria Suites Hotel** – Jack Buist. 255 Munson Ave., Traverse City, MI  
49686. (231) 778-9000. 4 years.

### **D/E. Maintenance Requirements / Maintenance Program / Parts**

The current State of Michigan Code requires all elevators and escalators be maintenance on a quarterly basis. Attached (**Attachment A**) is our Maintenance Tasks – Maintenance Control Program, which lists general recommendation for maintenance items. State of Michigan requirements supersedes the performance intervals listed. This serves as a point of reference for what maintenance tasks are performed on hydraulic elevators.

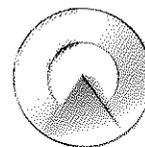
#### **Parts – Coverage**

Full Maintenance Pricing – All Parts and Components are covered with the exception of situations where items are damaged by others.

Limited Examination Pricing – All Parts and Components would be billed additionally.

### **F. Hourly Rates – See Bid Summary Form**

### **G. Parts Availability - See Attached – Attachment B**



**Schindler**

**H. Company Representative**

Brett Cone – Account Representative

3135 Pine Tree Rd.

Lansing, MI 48911

(517) 272-1234 x 211

[Brett.cone@us.schindler.com](mailto:Brett.cone@us.schindler.com)

**I. Response Time**

Response time for any emergency callback would be one hour or less.

# Maintenance Tasks

## Maintenance Control Program

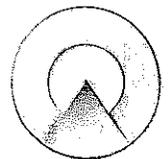
### Hydraulic Elevators

Task Description	ASME A17.1 Code Reference	Performance Interval
Visual check pump unit operation / components	8.6.5.9 8.6.5.5.1 8.6.5.6	Semi Annual
Visual check oil level	8.6.5.4 8.6.5.7 8.6.5.1.2	Semi Annual
Visual check controller operation / components / motor starter	8.6.1.6.3	Semi Annual
Check / tighten controller connections	8.6.1.6.3	Annual
Visual check overall machine room space / area	8.6.4.8 8.6.1.6.5	Semi Annual
Clean machine room	8.6.4.8	Semi Annual
Ride unit / check ride quality	8.6.5.12 8.6.4.16	Semi Annual
Visual check cab interior / components / fixtures	8.6.4.15	Semi Annual
Check emergency lighting / alarm bell	8.6.4.15	Semi Annual
Check door closing force	8.6.4.13.2	Annual
Visual check guide rails & brackets / Lube as applicable	8.6.4.3	Semi Annual
Check, lube all hoistway safety / terminal switches	8.6.4.14	Semi Annual
Check, clean, lube car door & door operator hardware	8.6.1.6.2 8.6.4.13.1	Semi Annual
Check, clean, lube all landing door hardware	8.6.1.6.2 8.6.4.13.1	Semi Annual
Clean car top	8.6.4.9	Semi Annual
Visual check pit / pit equipment	8.6.5.11 8.6.5.5.1 8.6.5.5.2	Semi Annual
Check, lube, pit safety switches	8.6.1.6.2	Semi Annual
Clean pit	8.6.4.7.1	Semi Annual
Confirm sign & data plates	8.6.1.6.7	Annual

### For Roped Hydraulic - Perform additional maintenance tasks below

Task Description	ASME A17.1 Code Reference	Performance Interval
Perform rope maintenance per SEC Rope Maint. Manual.	8.6.4.1 8.6.4.2	Annual
Check governor	8.6.4.12	Annual
Check proper runby	8.6.5.10	Annual
Clean & lube safety mechanism	8.6.4.5	Annual

The information contained herein is confidential to Schindler Elevator Corporation ("Schindler") and is compiled and presented pursuant to applicable ASME A 17.1 maintenance control program requirements. Reproduction, printing, transmittal, disclosure or use of the information presented other than for the limited purpose set forth herein is prohibited.

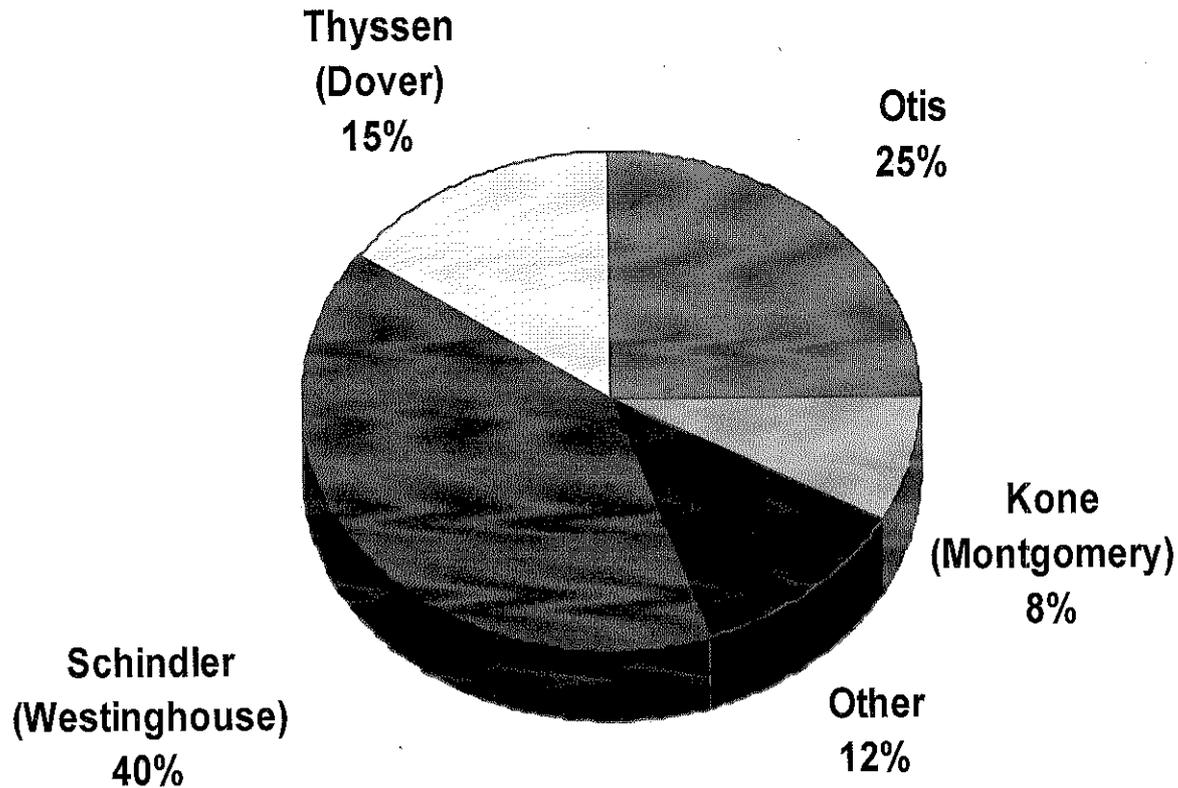


**Schindler**

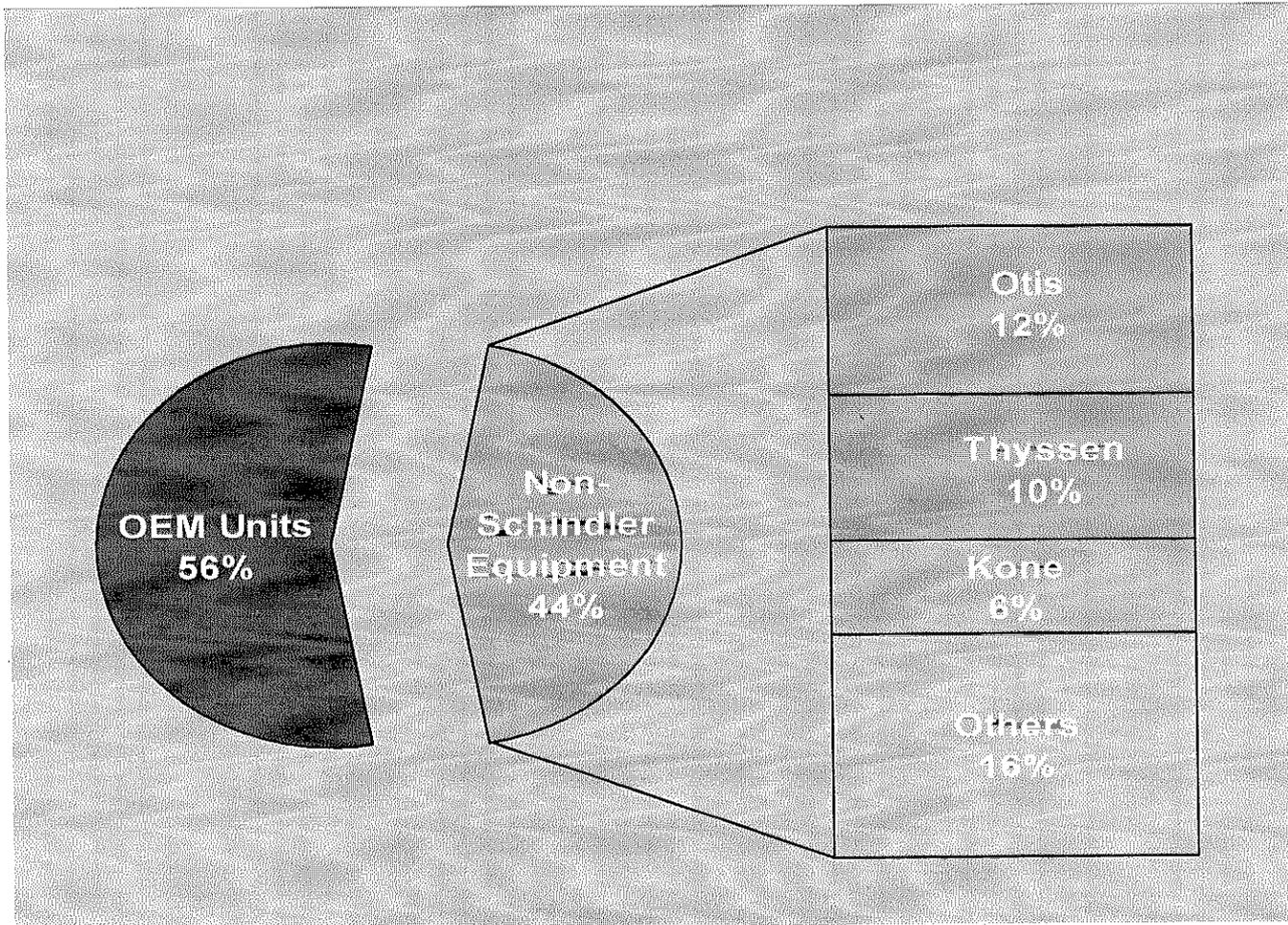
# Service Methods

## Service parts

Schindler provides the quickest return to service time via our parts network of approx. 85,000 parts at our Service Logistics Center in Chicago.



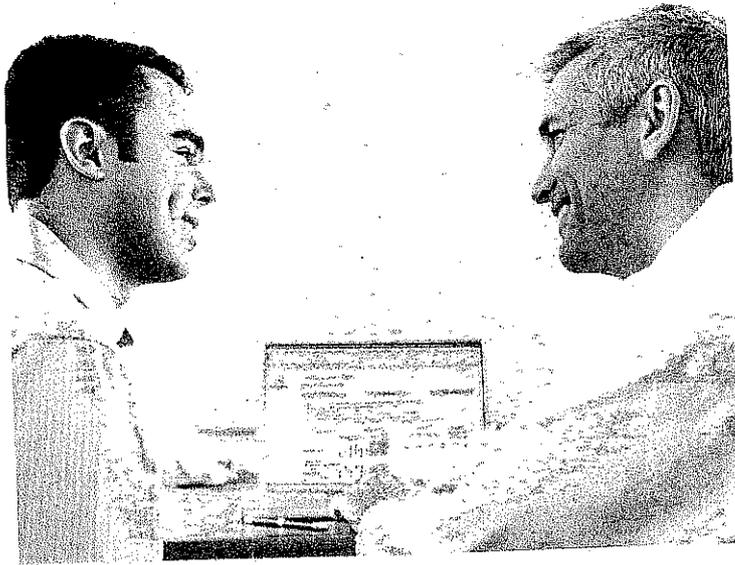
You can consolidate your portfolio with Schindler.  
We are experts in maintaining all brands



# Schindler Service Excellence

## Schindler Service Excellence Drives Equipment Reliability and Customer Satisfaction

Schindler is the first in the industry to fully integrate all of our service technology tools into one seamless SAP platform. This allows us to make dynamic, real-time adjustments, resulting in improved consistency, reliability, response times and customer satisfaction.



- Revolutionizing reliability
- Revolutionizing speed
- Revolutionizing communication
- Revolutionizing our relationship.

# Service Methods

## Confirmation of Periodic Safety Inspections (CPSI) testing program

### Safety in the field

- We perform comprehensive safety inspection on every elevator we maintain
- This is not required by code but is necessary in order to keep your equipment running at the peak of safety and reliability
- On average, we:
  - Perform 120,000 tests every year
  - Inspect 700,000 parts annually.

