



City of Muscatine



AGENDA ITEM SUMMARY
City Council

DATE: 12/9/20

STAFF

Brian Stineman, Public Works Director

SUBJECT

Approve Maintenance Contract for Elevators

EXECUTIVE SUMMARY

The Muscatine Public Works Department has received multiple proposals for full-service elevator maintenance at City Hall, the Public Safety Building, Musser Public Library and HNI Community Center, Art Center and the Transfer Station. The recommended proposal is from Schumacher Elevator Company for a three year contract in the amount of \$9,780 per year. At the end of the contract staff will review the service provided and the contract can automatically renew or be cancelled. Staff recommends approving the contract with Schumacher Elevator Company. Funds are available in the Building & Grounds Budget.

STAFF RECOMMENDATION

Approve the full-service elevator maintenance contract with Schumacher Elevator Company.

BACKGROUND/DISCUSSION

For the past several years the elevators at City Hall, the Public Safety Building, Musser Library, Art Center and Transfer Station have been serviced by Kone Inc. on an "oil & lube" contract. This type of contract only covers maintenance on the elevator shaft and some other minor details. Any other type of work must be diagnosed by a technician, scheduled and then completed at additional cost to the city. The Building & Grounds Division of Public Works is responsible for the elevators listed above and they have noted that the quality of service from Kone has been declining and instead of repairing the elevators they are more interested in selling new parts or elevators. This has increased the cost to the city without any benefit. Therefore, Building & Grounds requested proposals for oil and lube and full-service maintenance contracts from multiple elevator service companies. Three were received and staff feel that the full-service contract from Schumacher Elevator Company provides the best value to the city based on information obtained from other users of their services and the cost and maintenance items available in the full-service contract compared to the oil and lube contract.

CITY FINANCIAL IMPACT

Building & Grounds already budgets for annual elevator maintenance. This contract will have an initial cost increase but based on past billing from Kone we believe it will be lower in the long term than having an oil and lube contract. For example one bill from Kone for non-covered repairs was over \$11,000. This same repair under this contract would not have cost the city anything in addition to the yearly fee.

ATTACHMENTS

Company Name	Oil & Lube Contract Cost	Full-Service Contract Cost
Schumacher Elevator	\$6,120	\$9,780
O'Keefe Elevator	\$4,668	\$13,056
Kone Inc.	\$6,840	\$12,240

Contractor will examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

- Controller, selector and dispatching equipment, solid state components, (excluding Drive and CPU Boards and proprietary components), resistors, relays, transformers, dashpots, condensers, contacts, leads, steel selector tape, timing devices and mechanical and electrical driving equipment.
- Governor, governor jaws, governor sheave and shaft assembly, bearings and contacts.
- Door operator, car and hoistway door hangers, tracks, interlocks and door protective devices, door gibs, car and corridor operating stations, alarm bell and buffers
- Leveling devices, cams, controller, resistance for operating and motor circuits, operating circuit rectifiers, timing devices, operating valves, leveling valves, valve motors, motor windings, pumps, pump motors, hydraulic fluid, hydraulic fluid tanks and exposed piping
- Periodically examine all safety devices
- Renew guide shoe gibs or guide rollers when necessary to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated.
- Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, and repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.
- Furnish lubricants to specifications
- Examine, lubricate, adjust, and if conditions warrant, repair or replace all accessory equipment furnished and installed by contractor
- Perform all state tests required and file all state reports regarding these tests



Established in 1936

December 14, 2020

Contract # 20020732-FM

TO: Muscatine Public Works
1459 Washington Street
Muscatine, IA 52761

Phone: 563-263-8933

Attn: Stan O'Brien, Building & Grounds Supervisor

sobrien@muscatineiowa.gov

RE: COMPLETE PREVENTIVE MAINTENANCE FOR TRACTION ELEVATORS

We propose to furnish **quarterly** Schumacher maintenance on the following described elevator equipment at your building located in Muscatine, Iowa:

1 – Kone MRL Traction Passenger Elevator

Under this contract, we will maintain the entire elevator equipment as hereinafter described on the terms and conditions subsequently set forth. We will use trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevators in proper and safe operating condition.

We will systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair or replace:

- Controller, selector and dispatching equipment, solid state components (excluding Drive and CPU Boards, machine & brake assembly and proprietary components), resistors, relays, transformers, dashpots, condensers, contacts, leads, steel selector tape, timing devices and mechanical and electrical driving equipment.
- Governor, governor jaws, governor sheave and shaft assembly, bearings and contacts.
- Door operator, car and hoistway door hangers, tracks, interlocks and door protective devices.

We also agree:

- To renew guide shoe gibs or guide rollers when in our judgment this is necessary to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated.
- To periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes.
- To renew all wire ropes as often as in our judgment is necessary to maintain an adequate factor of safety, and repair or replace conductor cables.
- To furnish Schumacher lubricants compounded to our rigid specifications.
- To examine, lubricate, adjust, and if, in our judgment conditions warrant, repair or replace all accessory equipment furnished and installed by us with exceptions as stated hereinafter.

PRICE ADJUSTMENT PROVISION

The price set forth in this contract shall be adjusted annually on the anniversary date of this contract in the manner provided below:

1. The contract price shall be increased or decreased by the corresponding increase or decrease in the straight time hourly rate paid, plus fringe benefits, to Elevator Constructor Mechanics in the locality where the equipment is to be maintained. The straight time hourly rate for Elevator Constructor Mechanics is the actual hourly rate paid to such mechanics. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance.
2. The adjustment in price resulting from the above price adjustment provision shall not increase the contract price by more than the maximum permitted by any applicable legally issued Government regulations in effect at the time that such adjustments are made.

December 14, 2020

Contract # 20020732-FM

TO: Muscatine Public Works
1459 Washington Street
Muscatine, IA 52761

Phone: 563-263-8933

Attn: Stan O'Brien, Building & Grounds Supervisor

sobrien@muscatineiowa.gov

RE: COMPLETE PREVENTIVE MAINTENANCE FOR HYDRAULIC ELEVATORS

We propose to furnish **Quarterly** Schumacher preventive maintenance on the following described elevator equipment at your building located in Muscatine, Iowa:

(5) Hydraulic Passenger Elevators (see attached list)

Under this contract, we will maintain the elevator equipment as hereinafter described on the terms and conditions subsequently set forth. We will use trained elevator technicians directly employed and supervised by our company. These technicians will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevators in proper and safe operating condition.

We will systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair or replace:

- Car and hoistway door hangers and tracks, door operator, door contacts, door protective devices, all door gibs, car and corridor operating stations, alarm bell and buffers.
- Leveling devices, cams, controller, solid state components (excluding proprietary components), relays, resistance for operating and motor circuits, operating circuit rectifiers, leads, resistors, transformers, condensers, contacts, and timing devices.
- Operating valves, leveling valves, valve motors, motor windings, pumps, pump motors, hydraulic fluid, hydraulic fluid tanks and exposed piping. (Hydraulic jack assembly and all underground piping, are excluded.)

We also agree:

- To renew guide shoe gibs or guide rollers when in our judgment this is necessary to ensure smooth and quiet operation, and except where roller guides are used, to keep the guide rails properly lubricated.
- To periodically examine all safety devices.
- To repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.
- To furnish Schumacher lubricants compounded to our rigid specifications.
- To examine, lubricate, adjust, and if in our judgment conditions warrant, repair or replace all accessory equipment furnished and installed by us with exceptions as stated hereinafter.

PRICE ADJUSTMENT PROVISION

The price set forth in this contract shall be adjusted annually on the anniversary date of this contract in the manner provided below:

1. The contract price shall be increased or decreased by the corresponding increase or decrease in the straight time hourly rate paid, plus fringe benefits, to Elevator Constructor Mechanics in the locality where the equipment is to be maintained. The straight time hourly rate for Elevator Constructor Mechanics is the actual hourly rate paid to such mechanics. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance.
2. The adjustment in price resulting from the above price adjustment provision shall not increase the contract price by more than the maximum permitted by any applicable legally issued Government regulations in effect at the time that such adjustments are made.

STATE REQUIRED TESTS

This contract includes all of the state tests that are presently required, as well as the filing of all the state reports regarding these tests.

These tests impose upon the equipment a much greater strain than that experienced during normal operation. Therefore, it is agreed that in making tests of the governor, safety devices, or any hydraulic devices, Schumacher Elevator Company shall not be liable for injury (including death) to persons (except employees of Schumacher Elevator Company) because of action or failure of any of these devices. If repairs are necessary as a result of these tests or if repairs are required to obtain proper operation of the equipment to meet the requirements of these tests, such work shall be billed separately in addition to the normal contract amount.

It is agreed that Schumacher Elevator Company is not required to make replacements or repairs necessitated by reason of obsolescence, negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear. We shall not be required to make any newly required safety tests or to install new attachments on the elevators as recommended or directed by insurance companies or governmental authorities, or to make any replacements mentioned herein with parts of a different design.

The following items of elevator equipment are not included under the terms of this agreement: hoistway door panels, hinges, frames, gates, and sills; cleaning, refinishing, repairing or replacing of elevator cab enclosure, flooring, sills, doors, gates, removable offset panels; light fixtures and lamps; power supply, switches, fuses, and feeders to elevator controller; fixture plates for signal equipment, all unexposed piping and connections; card readers, telephone systems and telephone lines, intercom or music systems, heating or cooling systems, emergency power generators, smoke sensors, heat sensors, shunt trip breakers and all proprietary components and their replacement. The owner must supply Schumacher Elevator Company a complete set of "as built" electrical prints for each elevator, as well as all manuals to include adjustment procedures, all fault logs, programming information and all diagnostic tools and troubleshooting information required to maintain these elevators.

Schumacher Elevator Company maintains the right to renegotiate the terms of this contract if alterations, additions, adjustments or repairs are made by anyone other than Schumacher Elevator Company.

The items listed on the schedule below show considerable wear and should be replaced in the near future. To provide you with maximum service from these items, we are accepting these items in their present condition with the understanding that you will pay, in addition to the base contract amount, an extra amount to be determined by us at the time the items listed are first replaced. The charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. The owner will pay for that portion of the life of the items used prior to the date of this contract and Schumacher Elevator Company will pay for that portion used since the date of this contract:

SCHEDULE OF PARTS TO BE PRO-RATED

NAME OF PART

NONE

INSTALLED

All work is to be performed during the regular working hours of our regular working days (Monday – Friday, 8:00 A.M. – 4:30 P.M.), excluding elevator trade holidays.

Overtime examinations, repairs or emergency adjustment callback services performed outside the regular working hours of our regular working days are not included in this contract. If these services are requested, we will charge you extra as follows: for examinations or repairs, Schumacher Elevator Company will absorb the worked hours at straight time rates and the owner will be charged extra for the overtime premium, and for travel time and expenses at our normal billing rates.

The owner agrees to carefully monitor the equipment covered under this contract. In the event of any malfunctions or problems with this equipment the owner agrees to immediately remove that equipment from service and barricade the entrance to the equipment to prevent its use. The owner also agrees to promptly notify Schumacher Elevator Company of any equipment malfunctions, problems or accidents that may have occurred. In addition, the owner agrees to provide Schumacher Elevator Company personnel a safe place in which to work.

It is agreed that Schumacher Elevator Company assumes no liability for injuries or damage to persons or property except those directly due to our acts or omissions; and that the owner's responsibility for injuries or damages to persons or property while on or about the elevators referred to is in no way affected by this contract. Schumacher Elevator Company shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts,

fire, explosion, theft, riot, civil commotion, war, malicious mischief, act of God, or by any cause beyond our reasonable control, and in any event, Schumacher Elevator Company shall not be liable for consequential damages.

This service shall commence on the 1st day of January, 2021, and shall continue for a period of three years and shall be automatically renewed for subsequent three-year periods until terminated. Either party may terminate this contract either at the end of the first three years or, after the initial 3-year term, by giving the other party **thirty (30) days** prior written notice.

In the event of the sale, lease or other transfer of the elevators or dumbwaiters described herein, or of the premises in which they are located, customer agrees to see that such purchaser is made aware of this contract and assumes and agrees to be bound by the terms hereof for the balance of the contract, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the contract; provided, however, that in any such case, Schumacher Elevator Company may in its sole discretion terminate the contract with any such successor at any time upon thirty (30) days advance notice in writing.

CONTRACT PRICE Eight Hundred Fifteen and NO/100 DOLLARS

(\$815.00) Per month

Payments of \$2,445.00 will be made on a quarterly basis and due by the last day of the month prior to the billing period. Beginning on the Effective Date of this contract, payments will be made as selected below and an Advanced Payment Discount will be applied to the net billing amount:

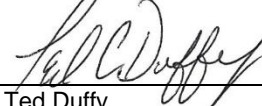
Method of Payment	Billing Frequency & Advanced Payment Discount
Electronic <input type="checkbox"/>	Semi-Annual 1% <input type="checkbox"/>
Check <input type="checkbox"/>	Annual 3% <input type="checkbox"/>

I (we) agree to pay all invoices Net (30) thirty days from invoice date. Credit extensions will bear interest at the rate of **5% A.P.R.** on all past due accounts. The customer agrees to pay all reasonable attorney fees, collection agency fees, court costs and legal fees in the event of default or failure to pay in accordance with the credit terms. Failure to pay any sum due by you within (60) sixty days will be a material breach of this contract and Schumacher Elevator Company may choose to do one of the following: 1) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate this agreement, or 2) suspend all service until all amounts due have been paid in full. If Schumacher Elevator Company elects to suspend service, we shall not be responsible for damages or injuries to persons or property during that time. Upon resumption of service, the owner will be responsible for any costs Schumacher Elevator Company incurs as a result of the suspension of service.

The owner agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment covered under this agreement, imposed by any law enacted after the date of this agreement or imposed upon you by any existing law. The price shall be subject to adjustment at the end of each anniversary date in accordance with the Price Adjustment Provision as set forth on Page 1 of this contract.

This contract becomes effective when signed by the owner below and when approved by an executive officer of Schumacher Elevator Company. All prior representations or contracts not incorporated herein are superseded.

SCHUMACHER ELEVATOR COMPANY

BY 
Ted Duffy

MUSCATINE PUBLIC WORKS

SCHUMACHER ELEVATOR COMPANY

By _____

By _____

Title

Title

Accepted in duplicate _____
Date

Approved _____
Date

MUSCATINE PUBLIC WORKS CONVEYANCE EQUIPMENT

LOCATION	STATE ID	MANUFACTURER	CAPACITY	TYPE
City Hall	5096	Montgomery	2,000 lbs	Hydraulic Passenger
Public Safety Building	726	Dover	2,000 lbs	Hydraulic Passenger
New Library	11624	Kone MRL	2,500 lbs	Traction Passenger
Art Center	4841	Montgomery	2,000 lbs	Hydraulic Passenger
Art Center, Stanley Gallery	4840	Montgomery	2,000 lbs	Hydraulic Passenger
Transfer Station	8371	Montgomery	3,000 lbs	Hydraulic Passenger