



ELEVATOR MAINTENANCE CONTRACT

DATE: March 29, 2021

CONTRACT NUMBER: 2007112012

JOB NAME: City of Bisbee

JOB LOCATION: Copper Queen Library
6 Main Street
Bisbee, AZ 85603

MANUFACTURER	NUMBER OF UNITS	EQUIPMENT TYPE
Motion Control	1	Roped Hydraulic

IRONHAWK ELEVATOR LLC ("IronHawk", "we", "our",) and City of Bisbee, Responsible Party for Copper Queen Library located at 6 Main Street, Bisbee, Arizona 85603 ("You", "Customer", "Yours",), agree as follows:

We will perform preventive maintenance, service and repair on units described above, pursuant to Industry Standards. IronHawk provides a preventive maintenance service intended to protect and preserve the overall life of your equipment. Maintenance will be performed by industry trained personnel directly employed and supervised by us.

MAINTENANCE SCHEDULE: One visit per Elevator per month, (12 visits annually per Elevator), including Annual No-Load Safety and Pressure test, and monthly Fireman's Service Test.

PREVENTIVE MAINTENANCE

1. Machine Rooms: Perform preliminary safety check. Use proper lock out tag out procedures. Dust pumping units, control cabinets, oil lines, mufflers. Sweep floor. Inspect controllers, dispatching, selectors, selector tapes. Check relays, line starters, circuit boards, terminal connections. Check leveling and re-leveling circuitry. Lubricate hydraulic motor and pump bearings. Make regular power and voltage readings. Monitor oil level. Monitor line starter contact condition. Monitor hydraulic valve adjustment settings and screened ports. Monitor machine room temperature and ventilation. Make maintenance adjustments necessary for proper operation. Maintain machine room test logs.

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2. Cab: Check emergency communication devices, (phone, alarm). Check emergency light, ventilation fan. Monitor cab interior and hand rails, ride quality, leveling, car call fixtures and bulbs. Check guide rollers or shoes. Check cab gate lock circuit, gate rollers, clutch/vane operation. Check door operator belts, chains, switches, wire connections, adjust as needed. Monitor gate astragals. Check car top leveling device. Clean car top. Check and replace car top lighting as needed. Lubricate bushings, bearings, pivot points.
3. Hoistway: Check hoistway doors, locks, door rollers, door panels, relating cables, guide shoes, guide rails, guide rail brackets, splice plates, travel cables and hangers, hanger tracks, terminal stopping devices, mechanical closers, conduits and wire ways. Clean tracks and sills.
4. Pits: Dust iron work, sweep floor, empty oil catch buckets, re-lamp inoperative pit lights, remove trash and debris, check for leaks. Check slow down and terminal stopping devices. Check emergency stop switch.
5. Safety Tests: Perform annual pressure relief valve test and annual no load test. During safety testing we will also verify emergency phone, alarm bell, and light. Please note: Should a 5-year Load Bearing Test be required during the term of the contract, an additional fee of up to \$2,975.00 per machine shall be billed separately to the Customer. The State of Arizona currently does not require 5-year Load Tests in the City of Tucson.
6. Firefighters' Phase One and Two Test: Firefighters' service test performed during each maintenance visit. If equipment has firefighters' service which is found to be inoperative during initial firefighter's service test, owner assumes all cost for repairs needed to bring the unit into compliance with applicable codes.

COMPONENTS COVERED BY IRONHAWK ELEVATOR LLC

1. Controller parts, dispatching equipment, relays, resistors, capacitors, contacts, timing devices, signal lamps, position indicating equipment, steel selector tapes, car door contacts, door protective devices, car door hangers, car guide shoes including rollers and gibs and emergency car lighting, hoistway door interlocks, bottom door guides, door rollers and auxiliary door closing devices, belts, top and bottom limit switches, valve seals, plunger packing, exposed piping. All other parts will be charged to the Customer. Repairs at an outside cost to the Customer shall be presented either verbally or in writing prior to performing repair, and a Customer's acceptance shall be acknowledged in writing if necessary.

24 HOUR DISPATCHING

1. Upon Customer request, IronHawk shall provide 24 hour, year round dispatching service. In the event we receive an ADA phone call outside of regular working hours, we will make at least one attempt to contact a building representative for verification and authorization to respond to the call. If we are unable to reach a building representative, we will respond to the call as an authorized call back, outside of regular working hours. Customer will be billed for such calls at regular overtime rates. Please note: Should the Customer retain elevator monitoring system, independently from IronHawk, IronHawk shall nevertheless be available 24/7, 365 for calls directly from the Customer.

PARTS INVENTORY

1. We will maintain a supply of frequently used replacement parts and lubricants selected to meet the Original Equipment Manufacturers (OEM's) specifications. Any parts replaced under this contract will be new parts manufactured by OEM or refurbished to industry standards when OEM's are not available.

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2. We will maintain a supply of major components in our warehouse inventory, including pump motors, door motors, solid state components, door operating equipment, selector components. All other components will either be purchased locally or overnighted and/or acquired within a reasonable period of time from OEM.

WIRING DIAGRAMS

1. Customer will provide current wiring diagrams for all machine types covered under this contract to facilitate proper maintenance of the equipment. Diagrams are the sole property of the owner, and are to remain on the premises of the customer.

SPECIAL SERVICE TOOLS

1. IronHawk will supply special service/diagnostic tools needed to diagnose error codes on your equipment.

WORK SCHEDULE

1. Maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the technicians who perform the service. Our regular working hours are from 7:00 a.m. to 4:00 p.m., regular working days are Monday through Friday, excluding holidays.
2. Overtime. Call backs outside of regular working hours, before 7:00a.m. and after 4:00 p.m., or on weekends or holidays, will be considered overtime and will be billed at standard overtime rates.

TRAVEL TIME AND EXPENSES

1. In the event of trouble calls, you agree to pay us for travel time and expenses at our regular billing rates, from the dispatching point to the unit site and return. Travel shall be billed at a flat rate of \$175.00 per hour, 24/7, 365.

BILLING RATES OUTSIDE OF REGULAR BUSINESS HOURS

1. On site overtime will be billed at 1.7 x hourly rate, (\$297.50). Holidays and Sundays will be billed at 2 x hourly rate, (\$350.00). Standard Hourly Rate is \$175.00

CLARIFICATIONS

1. This contract does not cover car enclosures, including but not limited to wall panels, door panels, car gates, 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 panels, door frames, sills, below ground or unexposed hydraulic cylinders and plungers ,buried or unexposed piping, telephones installed by others, air conditioning units, intercoms, heat sensors, smoke sensors, communication equipment or instructions or warnings in connection with use by passengers.
2. Owner agrees to properly post, maintain, and preserve any and all instructions or warnings to passengers related to use of any of the units, pursuant to all applicable governmental entity codes, regulations, laws and the standards in the industry
3. You will not allow others to make alterations, additions, adjustments or repairs to the equipment, without first contacting IronHawk Elevator. Any adjustments or repairs performed by other service providers must be documented in writing by the service provider and signed by an Authorized **Copper Queen Library** Representative. A copy of this documentation is to be

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submitted to IronHawk within 30 days of the performance of any service or repair on any elevator, pit, or machine room. IronHawk will not be liable for any machine room or elevator breakdowns or failures that result from any actions performed by another service provider.

4. We will not be required (1.) to make any tests other than those as specifically set forth herein, (2.) to make any replacements with parts of a different design or type, (3.) to make any changes in the existing design of the Units, (4.) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (5.) to make repairs of replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (6.) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (excluding ordinary wear and tear), including but not limited to fire, explosion, theft, floods, water, weather, earthquake, vandalism, terrorism, misuse, abuse, mischief, or repairs by others.
5. Owner assumes responsibility for the cost of correcting all Elevator code violations existing on or prior to the date we enter into this contract. Additionally, if any repairs due to pre-existing conditions are necessary, IronHawk will provide a recommendation as to the requirements and cost of such repairs, which will be an additional cost.
6. IronHawk shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including but not limited to strikes, acts of government, lockouts, labor disputes, fire, explosions, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, terrorism, misuse, abuse, mischief or acts of God.
7. 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 the work and only to the extent directly caused by our negligence or the negligence of our employees. IronHawk maintains worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. Owner 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, the other party shall provide written documentation in the form of certificates of insurance evidencing insurance coverages.
8. 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.

ACCESS

1. Owner agrees to provide IronHawk unrestricted, immediate and safe access to all areas of the building or grounds associated with any part of the units. Owner agrees to keep all machine rooms and pits free from water, stored materials, and debris, and to provide a safe work place for IronHawk personnel. Owner will remove and remediate any waste of hazardous materials in accordance with the applicable laws and regulations. Owner will provide a grounded electrical system and proper lighting in the machine rooms and pits.

CONTRACT PRICE AND TERMS

CONTRACT PRICE: \$116.70 per elevator per month (1), for a total of \$1,400.40 annually. 5 Year Load Bearing Test, if required during the contract term, shall be billed at up to \$2,975.00 per machine. Please note: At this time the State of Arizona does not require Category Five Full Load Tests within Tucson City Limits. Full Load Tests are required for all Traction Elevators.

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BILLING CYCLE: Billing performed monthly, upon completion of maintenance visit. Billing at net 30. Should the Customer require or request an alternative billing cycle, such a request will be applied at no extra cost to the Customer.

Purchase Order Number for Billings if necessary for Administrative Purposes:

PAYMENTS ARE TO BE MADE BY CHECK COMMENCING WITH THE FIRST MONTH OF THE TERM OF THE CONTRACT. PAYMENTS ARE TO BE MADE OUT TO "IRONHAWK ELEVATOR LLC" AND MAILED TO P.O. BOX 16166, PORTAL, ARIZONA 85632. In the event IronHawk is required to collect in this matter for Customer failure to make payment, reasonable attorney's fees and costs will be assessed against the customer.

TERM:

Term of Contract: THE COMMENCEMENT DATE WILL BE **May 1, 2021**, expiring **April 30, 2022**

Thereafter, this agreement shall be automatically renewed for one (1)-year periods in accordance with the same procedures, terms and conditions hereof unless either party shall provide thirty (30) days prior written notice of advance termination; provided, however, either party may terminate this agreement at any time upon not fewer than 30 days' prior written notice to the other.

FEDERAL EMPLOYMENT LAW: IronHawk agrees to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements including 42 U.S.C. Sec. 2000 (e) et seq, The Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act and any amendments and applicable regulations pertaining thereto.

E-VERIFY REQUIREMENTS: To the extent applicable under A.R.S. § 41-4401, IronHawk and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). IronHawk's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to inspect the papers of any IronHawk contractor or subcontractor employee who works on this Agreement to ensure that IronHawk or subcontractor is complying with this warranty.

INDEMNIFICATION: To the fullest extent permitted by law, IronHawk shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims, liabilities, demands, damages, losses, injuries to property or persons (including death), and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of IronHawk's intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions of IronHawk's employees, agents, advertisers, contractors, subcontractors, or any other person for which Ironhawk may be legally liable, in the performance of this Agreement.

INSURANCE: Commercial General Liability. IronHawk shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate

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Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury and personal and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. All policies, except for Professional Liability, shall contain an endorsed waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of IronHawk.

CONFLICT OF INTEREST: This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

BOYCOTT OF ISRAEL: Pursuant to A.R.S. § 35-393.01, IronHawk certifies that IronHawk is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

ACCEPTANCE

THIS PROPOSAL, WHEN ACCEPTED BY YOU BELOW AND APPROVED BY AN AUTHORIZED IRONHAWK REPRESENTATIVE, WILL CONSTITUTE AN ENTIRE AND EXCLUSIVE CONTRACT BETWEEN US FOR THE SERVICES TO BE PROVIDED, AND YOUR AUTHORIZATION TO PERFORM AS HEREIN OUTLINED. ALL PRIOR AGREEMENTS, EITHER WRITTEN OR VERBAL SHALL BE SUPERSEDED BY THIS CONTRACT. PURCHASE ORDERS ISSUED BY YOU IN CONNECTION WITH THE SERVICES TO BE PROVIDED WILL BE ISSUED FOR YOUR ADMINISTRATIVE OR BILLING IDENTIFICATION PURPOSES ONLY. THE PARTIES HERETO INTEND THAT THE TERMS AND CONDITIONS CONTAINED HEREIN WILL EXCLUSIVELY GOVERN THE SERVICES TO BE PROVIDED. THE CONTRACT MAY NOT BE REVISED OR MODIFIED UNLESS IN WRITING SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF IRONHAWK ELEVATOR LLC. MANUAL CHANGES TO THIS CONTRACT WILL BE VALID ONLY IF INITIALIZED BY YOU AND AN AUTHORIZED IRONHAWK REPRESENTATIVE.

SUBMITTED TO: Jesus Haro

TITLE: Representative

CC: Jason Macoviak

CUSTOMER: City of Bisbee Copper Queen Library

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Approved by Authorized Representative:

DATE: 4/22/21

Signed: *Ken Budge*

Print Name: Ken Budge

Title: Mayor, City of Bisbee

Email: acoronado@bisbeeaz.gov

Telephone/fax: 520-432-6012 / 520-432-6069

Name of Company: City of Bisbee

Billing Address: 76 Erie Street P.O. Box 4601
Bisbee, AZ 85603

Owner: YES NO AGENT: YES NO

PLEASE INITIAL ALL PAGES

**IRONHAWK ELEVATOR LLC, P.O. Box 16166, Portal Arizona 85632 Tel/Fax: 520.558.7473(RISE),
Toll Free: 866-672-1963. In Tucson--1830 E. Broadway #124-148, Tucson, Arizona 85719.
IronHawke1@ymail.com, www.IronHawkElevator.com**

Approved by IronHawk Authorized Representative:

DATE: _____

SIGNED: _____

PRINT NAME/TITLE: Laura Mullen, Managing Member, IronHawk Elevator LLC

NOTES

- 1.) Prior to acceptance of Contract, IronHawk will, when deemed necessary, perform a complimentary Inspection and review of all elevators to be covered in the Contract. At this time, if there is evidence of any Code violation or necessary repair and/or preexisting condition requiring repair or parts replacement, we will inform the Customer of such violations and/or repair needs, and provide an appropriate quote for the correction of these issues, which would be an outside cost.
- 2.) IronHawk may request installation of surge suppression prior to initiating service. Should Customer approve installation of surge suppression by IronHawk, an additional material fee of up to \$685.00 shall be applied to initial service visit. IronHawk strongly recommends the installation of surge suppression where applicable.

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Addendum: 5 Year Load Test

Should the 5 Year Load Bearing Test come due during the duration of this contract, IronHawk Elevator LLC shall perform this test according to Industry and State Standards and Practices. The price for the 5 Year Load Bearing Test, per machine, is up to \$2,975.00. In the event that either the machine(s) fails the test, or should repairs be necessary resulting from the performance of the test, Customer shall be informed of the failure and/or repair need. Such repairs will be at an outside cost to any costs noted in the Contract or Load Test pricing. Any necessary action required to affect repair, including, but not limited to all parts and manpower hours needed, shall be at an outside cost to the Customer. In the event that such a repair is needed, Customer will be provided an estimate of cost for such repair from IronHawk Elevator LLC prior to proceeding, unless the repair shall require not more than 1 (one) manpower hour to affect, or unless otherwise instructed by the Customer.

Accepted and Agreed to this 20th day of April, 2021.

By: Ken Budge, Mayor City of Bisbee
Please Print Name and Title (Authorized Representative)

Ken Budge 4/22/2021
Sign Date

Acknowledged and Approved by Authorized Representative, IronHawk Elevator LLC
Laura J. Emiller 5/13/2021
Print Name Date

[Signature] 5/13/2021
Sign Date

Please Note: The State of Arizona does not currently require 5 Year Load Tests to be done within Tucson City limits.

Addendum: ADA Phone Transfer

In the event Customer wishes to have IronHawk monitor the Elevator's ADA Emergency Phone, Customer agrees to provide the following information to IronHawk to facilitate the changeover:

Name and Contact Number of Present 24 Hour Call Monitoring

Provider: Iron Hawk

Building Specific Elevator Identification, for example, "Elevator A", or "Elevator Bldg.North, Bank B": _____

IronHawk shall provide, upon completion of the transfer of phone monitoring service, confirmation to the Customer that the ADA elevator phone is now being monitored 24/7 by IronHawk's Call Center, and an Elevator phone number, where applicable.

Acknowledged and agreed to this 4th day of May, 2021,
Ken Budge, by [Signature],
Representative for Customer.

Addendum: Customer Contacts

In the event of an ADA/emergency call from the elevator/ ADA elevator phone, IronHawk will Contact a Customer or Building Representative to validate the call, and to confirm the necessity of an ECO (Emergency Call Out) response. Customer shall provide up to 3 (three) or more Customer or Building Representatives, with appropriate office and cell phone numbers, whom IronHawk will contact in the event of an ADA call. Should all numbers fail to result in a confirmation either for or against an ECO response, IronHawk shall respond to the call as an Authorized Call Out, which shall be billable to the Customer at whatever hourly rate shall apply, standard, overtime, or holiday.

Below please provide names, titles, and contact numbers for Customer/Building Representatives with authority to confirm and authorize ADA calls for either daytime or after hours calls. Please provide all available Contact numbers, in descending order of availability.

Contact #1. Name: Matthew Gurney

Office Phone: 520-432-6002

Cell Phone: 520-346-1099

Available after hours? Yes: X No: _____

Contact #2: Name: Jesus Haro

Office Phone: 520-432-6002

Cell Phone: 520-249-5404

Available after hours? Yes: X No: _____

Contact #3. Name: Jason Macoviak

Office Phone: 520-432-4232

Cell Phone: _____

Available after hours? Yes: _____ No: X