CITY OF MIAMI

CONTRACT

ELEVATOR MAINTENANCE AGREEMENT

THIS AGREEMENT/CONTRACT made and entered into as of the _______ of _______________, by and between the City of Miami (“Owner”), a municipal corporation, whose address is PO Box 1288, Miami, Oklahoma 74355-1288 and __________________________, (“Contractor”) whose address is ________________________________, WITNESSETH:

WHEREAS, the City desires to enter into a contract with an Elevator Maintenance type company to provide for the City’s four (4) elevators located at the Civic Center, Library and Coleman theater.

WHEREAS, a bid was submitted by the Contractor to provide these services to the City on or about __________, and was subsequently accepted by City.

THEREFORE AND IN CONSIDERATION, it is agreed as follows, unless otherwise provided for any amendments hereto as shall be made from time-to-time.

1. TERM OF AGREEMENT

The term of this Agreement between City and Contractor shall be from July 1, 2014, and continuing to June 30, 2015. The City, in its sole discretion, may offer the Contractor an opportunity to renew this Agreement for an additional four (4) one (1) year terms. Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement, and that the Agreement is subject to the City’s needs and City’s annual appropriation of sufficient funds. In the event the City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall terminate at the end of the then-current contract fiscal year, without further action by the City. Further, and alternatively, either party may cancel this agreement with a thirty (30) day written notice. E-mail constitutes and is an acceptable form of written notice.
2. **SCOPE OF WORK**
   a. As detailed in the Bid documents

3. **PAYMENT FOR SERVICES (AS THEY APPEAR ON THE BID DOCUMENTS)**

<table>
<thead>
<tr>
<th>Location</th>
<th>Estimated Trips Per Day</th>
<th>Monthly Cost for Service/ Maintenance and all Inspections as per specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic Center</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Miami Public Library</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Coleman Theater</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Emergency Service Call-Out or Call-Back (outside of regular working hours)</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

A monthly invoice shall be presented to the city addressed to:

**City of Miami**  
**Accounts Payable**  
**PO BOX 1288**  
**Miami, OK 74355-1288**

The invoice will be signed and submitted to council at the next available regular council meeting.

4. **REQUIREMENTS**

   A. The Contractor agrees to hold harmless and indemnify the City for any and all liability to Contractor's employees under the Workman's Compensation Act and will ensure the Contractor's liability in accordance with the provision of the law of the State of Oklahoma. Contractor shall furnish certificates of such insurance before execution of this agreement.

   B. Contractor must be bonded to work in the City of Miami.

   C. Contractor shall, at all times, operate under the terms and provision of the State and Federal Wage Hour Law and the Social Security Act and all applicable equal opportunity laws.

   D. Work performed haphazardly or not outlined in this contract shall constitute a material breach of and can lead to immediate termination of this agreement by the City.

   E. Contractor shall comply with all City Ordinances relating to the designated intent of this agreement.
5. MISCELLANEOUS

A. This Agreement shall be constructed and interpreted under the laws of the State of Oklahoma.

B. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

C. The failure of either party to exercise any power given either party hereunder or to Insist upon strict compliance by either party of its obligations hereunder shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

D. This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof, and no representations, inducement promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

E. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and such amendment is executed by all of the parties to this Agreement.

F. No waiver or consent permitted or contemplated by the Agreement shall be effective or binding on any of the parties hereto unless the same is in writing, and delivered and received from one party to the other.

G. The captions and headings of the paragraphs contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or in any way affect this Agreement.

H. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

I. The Notice to Bidders, the Instructions to Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the Purchasing Department, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.
IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seal the _____ day of ____________, ____.

CITY OF MIAMI

Attest By____________________________    ______________________
City Clerk          Mayor

____________________________
CONTRACTOR

By ________________________________
Name/Title

Subscribed and sworn to before me this _______ day of ____________, 2013

_Name __________________________ My Commission
Expires:_________________________
Notary Public

Address____________________________ City __________________________

APPROVED AS TO FORM:

_______________________________________
David Anderson, City Attorney       Date