

**CITY COUNCIL MEETING**

**AGENDA ITEM V**



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT

City Council meeting November 2014

**From:** Elizabeth Dragon – City Manager

**Subject:** Replacement of Handicap Stair lift at city hall

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**Recommended Motion:** "I move to schedule a public hearing on December 1, 2014, at 6:05pm regarding Resolution #04-15 a supplemental appropriation in the amount of \$35,000 for the purpose of funding a new chair lift at city hall."

Or (if replacement is eligible for USDA funding)

**Recommended Motion:** "I move to authorize the City Manager to prepare a USDA rural development Community Facilities grant application for the replacement of the chair lift at City Hall"

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**Discussion:** The current chair lift at city hall is 23years old. Technology for these types of lifts has come a long way and ADA minimum requirements have also changed.

Brian Barry noted that parts are becoming scarcer for our current lift (meaning the lift is down for longer periods of time). If the motherboard were to go we would not be able to purchase a replacement motherboard. The chain on our current lift has been stretched over the years due to people putting weight on the lift well in excess of the capacity it is rated to hold (sometimes twice as much!). Modifying our current lift is not an option.

The current lift is rated to hold up to 450lbs. The new proposed lift is rated to hold up to 660lbs. The weight capacity has been a concern recently due to the increased weight of some of the motorized chairs being used (some chairs weigh approx 400lbs without the additional weight of the person in the chair).

We have also had some difficulty fitting certain motorized chairs on the lift platform. The platform size of our current chair lift doesn't quite meet the min standards anymore (it is short by a few inches). The proposed new chair lift has a platform size of 31"x48". Our current lift has a platform of 30"x41". The ADA now requires the platform be 30"x48" minimum.

The new lifts also come equipped with push button open and fold controls-making using the lift a great deal easier.

A vertical lift for use in a shaft was also evaluated. The likely location of such a lift would be to come up through the finance office or the opera house box office. The cost for the lift was quoted at \$26,987.50 but that did not include the necessary building changes/construction/retrofitting/electrical etc. This would be a big unknown. The

*Franklin - The Three Rivers City*

vertical lift would hold a maximum of 750lbs (which is an additional 90lbs when compared to a new stair lift). The platform would be 42"x60" which is a great deal larger than the stair lift platform. The vertical lift would still only access the bottom and main level (the shaft would not access the third level of city hall). The biggest concern related to this option is the unknown as it relates to building construction and wiring.

Neither the vertical lift nor wheel chair lift will accommodate every person's situation. However, both would meet current ADA requirements. Due to the unknowns of the building construction & electrical costs-I recommend the new chair lift at a cost of \$35,000. Brian Barry & Brian Sullivan also recommend this option. Funds are available in the Municipal Buildings capital reserve account.

The Third alternative would be to do nothing at this time. The city attorney believes we are grandfathered because the lift met the ADA requirements at the time it was installed. It is possible that we can get several more years of use out of the current chair lift. If the motherboard stops working or a part breaks that we cannot locate a replacement for... we would need to do an emergency replacement. I don't recommend waiting indefinitely till the day the lift no longer works. We could, however, probably safely hold off until next years' budget process.

**Fiscal note:** Funding is available in the Municipal Buildings capital reserve account. In FY 13 the council budgeted \$100,000 in this account and then reserved it for the energy project. In FY 15 the Council budgeted \$104,000. If the council decided to use \$35,000 from this account there would be a balance of \$69,000 remaining. I have contacted USDA to ask if we could access a community facility grant through their program to receive a partial grant for the project. I should know before the council meeting if a chair lift would qualify (or if we need to do something more substantial like a new elevator). If a chair lift replacement qualifies for USDA funding-I recommend holding off on the project and attempting to secure partial funding through the community facility program.

Attachments/Exhibits:1. Quotes (vertical lift)



## PROPOSAL

**Date:** 10/8/2014  
**Proposal Number:** 1410081210HLB  
**Job Name:** City of Franklin  
**Job Location:** 316 Central Street Franklin, NH 03235  
**Prepared For:** Brian Barry  
Facilities Director

All-Ways Accessible, Inc. is pleased to present the following proposal to supply and install:

One (1) Vertical wheelchair lift for use in a shaftway by All-Ways Accessible, Inc.

**Car Size:** 42" x 60"  
**Cab Style:** 42" Metal Sideguards with non-skid flooring  
**Drive:** Hydraulic  
**Enclosure Type:** N/A  
**Travel:** 126"  
**Stops:** 3  
**Openings:** 2  
**Capacity:** 750  
**Gate/Door Stop 1:** 6'8" Fire rated door with interlock  
**Gate/Door Stop 2:** 6'8" Fire rated door with interlock  
**Gate/Door Stop 3:** 6'8" Fire rated door with interlock  
**Flooring:** Non - Skid metal  
**Hand Rail:** N/A  
**Speed:** 20 ft/min  
**Fixtures:** Brushed Stainless Steel  
**Ceiling:** N/A  
**Lighting:** By others (suggest motion activation)  
**Emergency Lighting:** Included in side guard of lift  
**Telephone:** N/A  
**Machine Room:** N/A  
**Drawings:** By All-Ways Accessible, Inc.  
**Notes:** Work by other: Shaft way constructions, electrical supply brought to disconnect, foundation work and lighting. Specifications provided upon request.

### Additional Options Selected:

Includes Initial State Elevator Permit Application and Inspection. The Building Owner will be responsible for the Operation Certificate.

Autodoor operators (Header mount for 6' 8" fire doors)

Standby Power Package

**Total Elevator with Options as indicated above.....**

**\$26,987.50**

*Note: Proposal and pricing quoted herein are valid for 30 days.*



128 Hall Street, Suite F, Concord, NH 03301

800-725-4387

Fax: 603-224-9875

[AWALifts.com](http://AWALifts.com)

Warranty: Labor Warranty: 1 Year  
Product: Per manufacturer's guidelines; details provided upon request

Payment Terms: 50/40/10

**Terms of Payment for Base Price:**

Due prior to placing equipment into production	\$13,493.75
Due when equipment is delivered to job site	\$10,795.00
Due upon inspection and/or turnover (see Terms & Conditions for definition)	\$2,698.75

**All-Ways Accessible, Inc.**

Heather Bos  
Elevator & Lift Specialist

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*I am the authorized Buyer or the Buyer's agent and I have full authority to sign this agreement.*

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Title

*Signature above indicates that the signer has read, full understands, and agrees to abide by all the terms & conditions included herein.*



## TERMS AND CONDITIONS

### Work NOT Included

- # Painting and minor drywall patching of any kind is NOT included in this proposal.
- # A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with waterproofing, as required. Dewatering of pit(s). Hoistway is to be used for elevator use only and not as a chase for other services. \*\*\*NOTE\*\*\*\* Seller is not responsible for any heat pipes, wires, ducting etc. that have been run in the hoistway wall.
- # Adequate supports and foundations to carry the loads of all equipment, including floors, trap doors, grating, foundations, lighting, ventilation and heat to maintain the room at ambient temperature of 50 degrees Fahrenheit minimum, 90 degrees Fahrenheit maximum, non condensing.
- # Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. See manufacturers specific drawings.
- # The hoistway shaft and enclosure are to be constructed and furnished to enclose the lift in accordance with local building codes.
  
- # The shaft shall allow for a uniform and level pit below the level of the bottom landing and adequate overhead above the floor landing of the top landing.
- # Pit depth and overhead to be as required by manufacturer, see manufacturers specific drawings.
- # Shaft doorjamb need to be flush to the inside of the shaft if GC is providing doors.
- # Shaft doors are to be solid core with proper fire rating and supplied by others if not indicated in this proposal
- # If thresholds (by others) are installed on the landings, they should not extend into shaft way.
- # Protection of finished surfaces surrounding the hoistway including ingress paths is the responsibility of the Contractor/Owner during installation.
- # Contractor/Owner is responsible for placing an O.S.H.A required pick point in ceiling of the shaft way for hoisting the lift into place. See salesperson for location of pick point.
- # A working telephone line to the elevator controller if a telephone is required.
- # Power supply for motor controller provided by others; see drawings for specific details. lighting in shaftway will be by others. Recommend motion sensor activation.
- # Any underground piping or excavation (if required)
- # Flooring and/or installation of flooring outside of shaftway by others.
- # Storage of the elevator should the Owner/Contractor not be ready for installation upon arrival of the equipment. Seller agrees to store equipment but storage fees may apply.
- # All permits, other than the elevator permit, will be the responsibility of others: this would include the Operations Certificate, Access Board, local building, fire and other required permits.
- # Bonds are not included in this proposal
- # All dimensions to be confirmed by builder/contractor on general layout drawings. Any deviation or alteration from specified work involving extra cost or labor will be executed upon signed written orders, and will become an extra charge over estimate. Manufacturer's site specific drawings must be signed by the Contractor/Owner prior to placing equipment into production.

### Other Terms and Conditions

**1. GENERAL:** This contract constitutes the entire understanding of the parties and no other understanding, collateral or otherwise, shall be binding unless in writing and signed by both parties. Any additional work not covered under this contract must be requested through the office and will be addressed by a change order signed by both parties. Change orders may delay completion date and are payable 100% upon signing.

This contract is binding upon heirs, executors, administrators, successors and assigns of the Buyer, however, the obligations of the Seller pursuant to the contract shall pertain to the Buyer only and no other party whatsoever and the obligations of the Seller pursuant to the contract shall not be assigned to any other party whatsoever, without the express written permission and approval of the Seller. Any and all costs incurred by the Seller to collect payments from the Buyer or to otherwise enforce the terms of this contract, including reasonable attorney's fees, shall be recoverable from the Buyer and reimbursed to the Seller by the Buyer.

This contract shall not be valid until such time as the contract has been signed by the Buyer or the Buyer's legal representative and received by the Seller along with the Buyer's first payment as directed in the payment terms of this contract.



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AWALifts.com

**Final Payment:** The final payment, in accordance with the payment terms stated above, is due when the equipment passes a state inspection, should it be required by law, or when the Seller turns over the equipment to the Buyer. For purposes of this contract, turnover occurs when the equipment is installed, running, and the Seller has completed a Turnover check list on the full operation of the elevator which is signed by the Buyer or the Buyer's agent.

The Seller shall not be liable for damages resulting from or for any delay or inability to perform due to strikes, fire, acts of God, other natural causes (including weather conditions), acts of public authorities or enemies, availability of materials, or any other cause beyond the control of the Seller.

The Buyer understands that it is his/her responsibility to review his/her property insurance in relation to this contract. Materials and/or equipment become the responsibility of the Buyer once installed on the premises. If any portion of this contract is deemed unenforceable for any reason, the remaining portion shall remain in full force and effect.

The determination as to whether an architect, engineer or manufacturer's design and/or specifications will be suitable for use in a specific job is the sole responsibility of the Buyer.

Seller shall not be liable for any loss or damages to Buyer resulting from delays in production or delivery attributable to equipment manufacturer's transportation or other causes beyond the control of Seller.

All installation and warranty service calls will be performed during normal working hours of 8am - 5pm, Monday through Friday.

All service contract work shall be performed during the hours of 8am - 5pm, Monday through Friday.

Seller cannot be held responsible for code changes that occur after the date this contract is signed. Buyer agrees to pay any additional charges for labor and/or equipment due to a code change. Seller agrees to provide documentation of any such code changes.

Seller shall not be held responsible for concealed issues. Additional charges may apply if a concealed issue presents itself during installation of any equipment or service.

Applicable sales tax will be charged on all products sold in the states of Maine, Vermont and Massachusetts. Sales tax can only be excused when an exemption certificate has been provided by the Buyer.

**2. CLAIMS:** Any controversy/claim arising out of or relating to this contract, shall be settled by final and binding arbitration before a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association. All arbitration proceedings shall be held in New Hampshire. Upon issuance of an award by the arbitrator, either party may reduce the arbitrator's award to a Judgment by filing a copy of the arbitrator's award in any court of competent jurisdiction.

**3. TERMINATION:** Prior to any equipment being placed on order, any and all payments made to Seller are forfeit and non refundable if this agreement is terminated by the Buyer. After equipment has been ordered, the Buyer agrees to pay Seller 90% of the contract price to cover cost of equipment, materials ordered, site visits performed, less any deposits received. Terminations must be made in writing; provisions of the termination go into effect upon receipt of the written termination. Seller may terminate this contract in the event of default by the Buyer of any term or condition of this contract and failure of the buyer to cure such default within (5) days of written notice of default thereof from the Seller.

**4. LIMITED WARRANTY:** The Seller warrants that the installation of the product(s) specified within this contract shall be of workmanlike quality and shall be in accordance with the applicable codes and regulations governing such installations. Provided the Buyer is in full compliance with this contract and its payment provision, the Seller shall remedy any defects, excluding normal wear and tear, due to faulty Seller supplied materials or workmanship which appear with a period of 1 year from the date of inspection and/or Turn Over. With respect to Seller supplied materials and equipment, any warranty furnished by the manufacturer will be available to the Buyer.

This limited warranty is in lieu of and excludes any other warranty, express, implied or otherwise. This limited warranty applies to the Buyer only, and to no other party whatsoever. The Seller's sole obligation with respect to defective materials or workmanship under this warranty shall be, at its option, to repair or replace such materials or to otherwise remedy deficiencies in the work performed within a reasonable time following notification from the Buyer. The Seller shall not be liable to the Buyer for consequential damages of any nature on claims made on this limited warranty. The warranty on parts and labor is only in effect as long as the planned maintenance has been performed at prescribed intervals

The Seller shall not be liable for materials or workmanship that the buyer alleges is defective and has been repaired or altered by someone other than the seller, or where the Buyer fails to notify the Seller of the alleged defect (s) within the warranty period. Except as specifically provided herein, the Seller makes no express or implied warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose (to the extent such warranties are deemed to apply).

Defects: All-Ways Accessible, Inc. has the right to resolve alleged construction defects brought upon by the title holder before the commencement of litigation for such defects.

**5. LIABILITY:** The sole remedy for breach of any and all warranties and the sole remedy for the contractor's liability of any kind with respect to the work performed or materials provided hereunder, or any other performance by the contractor, shall be limited to the remedies provided herein. The Buyer agrees that the Seller shall not be liable for any special, incidental, indirect or consequential damages, or for specific performance. In no event shall the contractor's liability for damages, regardless of the form of action, exceed the total amount paid by the Buyer for work performed and materials provided by the Seller pursuant to this contract.

**6. GOVERNING LAW:** This contract shall be governed and controlled by New Hampshire law.

Quote #: 13287 - 01  
Date: 10/23/14  
Expiration Date: 12/22/14



Project Name: Franklin Town hall  
Address: 316 Central Street  
Franklin, NH 03235

## Quotation/Agreement GSL Artira Inclined Wheelchair Lift

### I. Summary:

This Quotation/Agreement represents our offer to supply and install the equipment and scope of work outlined in the following material and equipment descriptions or the complete scope of work described in section N/A of the project plans and specifications. Compliance with plans, specifications and drawings is agreed, with exceptions, if any, as listed in paragraph IX below.

### II. Location In Building:

Building Interior (replacement)

### III. Materials To Be Provided:

One (1) Garaventa Inclined Platform Wheelchair Lift for barrier free access only, according to the following equipment specifications.

#### Equipment Specification

Speed	6 m/min (20 ft/min) Standard	Emergency Alarm (sounds at lift only)	Standard
Capacity	660 Lbs	Drive Box Door Lock	Standard
Power Fold Platform with Integral	Standard	Platform Emergency Stop	Standard
Automatic Power Barrier Arms	Standard	Paint/Color	Epoxy Powder Paint - Color is Satin Grey
Platform Size	31" x 48"	Emergency Lowering Device	Standard
"Vandal-Stop" Side Guard	Standard	Pedestrian Safety Lights on Platform	Standard
Under-Platform Sensor	Standard	Complete Installation/Test/Certification	Standard
Pedestrian Handrail Integrated with LiftTubes	Included	Warranty	2 Years Parts, 1 Year Labor
Number of Stops	Three Stop	Preventative Maintenance Plan	Quotation available upon request
Bi-directional Ramp Safeties	Standard		
Final Limit Switch	Standard		

Please see Addendum A for optional items if included in this quotation/agreement.

### IV. Labor To Be Provided:

All labor and incidental materials necessary for the delivery, set-up, installation, adjusting, inspecting, testing and delivery to the owner of the complete lift system.

### V. Quotation Amount: \$35,000.00

Sales tax exempt. (Must provide tax exempt certificate, physician's letter is also required for residential application)

### VI. Terms:

For a description of the schedule of values/payments, please see Addendum A.



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Materials which are not accepted upon an attempt to deliver will be stored and scheduled for re-delivery at the owner's expense. Invoices are payable upon presentation. Title to all equipment shall remain with Garaventa USA, Inc. until all invoices are paid in full.

Customer agrees to bear all costs of collection of overdue invoiced amounts, including any agent/attorney's fees incident thereto.

Quoted price includes installation by qualified and licensed technicians during normal working hours as scheduled with the owner in advance. 'Open Shop' labor rules apply.

**VII. Delivery:**

In accordance with the project phasing schedule, but not earlier than 5-6 weeks from approval of submittals or shop drawings. Shop drawings may be expected within 1-2 weeks of acceptance by all parties of this proposal or other form of contract/purchase order. These time estimates are provided for planning purposes only and do not represent a contractual obligation or commitment.

**VIII. Comments/Conditions:**

1. Approval (or variances as appropriate), from local or state fire and building authorities for the installation of this lift is the responsibility of the building owners or the owners representative. Garaventa USA will apply and pay for state elevator installation permits and certification tests.
2. All mains electrical power to the drive cabinet location is the responsibility of the owner, including and permits required for this portion of the work.
3. All 24 volt control wiring and raceways will be our responsibility and will be surface mounted. Concealed wiring will be the responsibility of the owner. Contact our office for wiring schematics and specifications for concealed control wiring.
4. All required area lighting is the responsibility of other forces.
5. All modifications and finishing required to facilitate the installation of the lift is the responsibility of other forces.
6. Landing and stair structures for exterior installed lift applications must be properly supported below frost lines.
7. Two (2) year limited warranty on parts and materials is included in the quoted amount (or as indicated in the quotation Equipment Specification section). Labor will be as stated in the quotation Equipment Specification section, if included. Thereafter, at standard labor rates. Extended warranties and preventive maintenance programs, if not indicated in the Equipment Specification section, are available and quotations can be provided at request.
8. Upon acceptance of this quotation/agreement, and unless otherwise specified in contract documents, a cancellation fee will apply if this agreement is canceled by the customer prior to the fabrication of the equipment. The amount of the cancellation fee will be (10) percent of the proposal price (less installation, taxes and freight charges) or actual costs, whichever is greater. Cancellation after the equipment has been fabricated and offered for delivery will be subject to a cancellation fee equal to the full contract value less installation labor.

**IX. Project Exceptions:**

For project exceptions specific to this quotation/agreement, please see Addendum A. Exterior installations may be subject to increased maintenance, service and repairs frequencies due to exposure to changing seasonal weather conditions and extreme or intrusive elements.

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Thank you for your interest in the Garaventa line of products and services. Please contact me directly if you have any questions or concerns.

Submitted by Garaventa USA, Inc.

*Mike Doyle*  
\_\_\_\_\_  
Mike Doyle  
Sales Engineer

*10/23/14*  
\_\_\_\_\_  
Date

**Purchaser:**

Legal Name of Purchaser or Company/Corporation

\_\_\_\_\_  
\_\_\_\_\_

Full Address:

\_\_\_\_\_  
\_\_\_\_\_

**Acceptance:**

This quotation/agreement, inclusive of all addenda pages, is formally accepted by:

- Owner of Project
- Office/Manager/Agent duly and legally authorized to act as signing authority

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Please Print Name and Title

\_\_\_\_\_  
Date

**Signature constitutes agreement to purchase as per terms and conditions of this agreement.**

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## Addendum A

### Schedule of Values

30% deposit, 20% upon provision of approval drawings and before manufacturing can be ordered, 20% upon delivery of lift/equipment, 20% at installation, 10% upon completion and before hand-over of the lift/equipment. No third party payment contingencies are accepted.

### Equipment Specification - Additional Items

Attendant Hand Control  
Folding Seat and Seat Belt  
Solenoid Platform Lock  
Audio-visual Pedestrian Alert (Wall Mounted)  
"Dek-Lite" Platform Illumination  
Decommission of Existing Lift  
Removal of Existing Lift  
Discarding of Existing Lift  
Handrail Painted Finish  
Ramp Extensions  
Platform Security Lock  
Tube Assembly Painted  
Towers Painted