

**CITY CLERK  
ORIGINAL**



C-7891-1  
01/16/2013

2010 W. Parkside Lane , Suite 122  
Phoenix, AZ 85027  
Ph. 602-722-9880 Fax: 602-926-2231

## Service and Maintenance Agreement

Locations covered under this agreement for **Glendale Fire and Police Departments** are listed in **Schedule C** and effective **January 1, 2013** through **December 31, 2013**. This agreement covers all described cardiovascular and strength equipment for service and maintenance for a period of one year. This agreement covers all service calls and labor; parts are additional and are installed upon approval. A 5% discount will be given for all manufacturer parts. All parts must be provided by Farmer's Fitness Repair & Services, any parts provided by the customer to be installed, will be done so at the labor rate of \$75.00 per hour. Should parts fall under warranty, then no additional fees will be billed. This agreement includes **2 maintenance visits per year**, maintenance visits consist of internal vacuuming, lubrication of components, adjustments, calibration if applicable and any other manufacturer prescribed maintenance procedure. Farmer's Fitness Repair & Services guarantees 24hour response time, Monday thru Friday. The cost of this agreement is **\$1900.00 per year** and will be **billed twice per year at \$950.00**. There will be no additional costs if Farmer's Fitness is call for service during non-scheduled preventative maintenance times.

Farmer's agrees to provisions of attached Addendum pertaining to Immigration Law Compliance, work in Iran/Sudan, and Conflicts.

  
Farmer's Fitness Repair & Services  
Amanda Farmer, Business Co-owner

1/15/13  
Date

  
Fire Department Authorizing Signature

1/16/13  
Date

Approved as to form:

  
Craig Tindall  
City Attorney

ATTEST:  
  
City Clerk

## PREVENTATIVE MAINTENANCE - Schedule A FIELD SERVICE REPORT

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**Units:**


<b>TREADMILLS</b>		
<input type="checkbox"/> Inspect Belts	<input type="checkbox"/> Inspect wax bag, wax & nozzle pump (if applicable)	<input type="checkbox"/> Inspect and test lift motor
<input type="checkbox"/> Clean area under treadmill	<input type="checkbox"/> Inspect and clean debris brushes (if applicable)	<input type="checkbox"/> Inspect and test speed sensor
<input type="checkbox"/> Inspect and test console	<input type="checkbox"/> Inspect anti-static cord	<input type="checkbox"/> Inspect and test heart rate sensors
<input type="checkbox"/> Inspect and check stop switch	<input type="checkbox"/> Inspect front and rear rollers	<input type="checkbox"/> Clean inside of unit
<input type="checkbox"/> Inspect frame, toe guard & end cap	<input type="checkbox"/> Level the machine	
<input type="checkbox"/> Inspect & center striding belt	<input type="checkbox"/> Inspect power cord, test outlet for proper ground	

<b>BIKES</b>		
<input type="checkbox"/> Inspect and remove housing	<input type="checkbox"/> Inspect and lubricate seat post	<input type="checkbox"/> Test heart rate sensors (if applicable)
<input type="checkbox"/> Inspect and test console	<input type="checkbox"/> Test and adjust belt tension	
<input type="checkbox"/> Inspect belt/chain for wear	<input type="checkbox"/> Inspect all electrical connectors	
<input type="checkbox"/> Lubricate drive chain (if applicable)	<input type="checkbox"/> Inspect and clean battery terminals	
<input type="checkbox"/> Inspect crank arm and drive sprockets	<input type="checkbox"/> Level the bike	
<input type="checkbox"/> Inspect pedals and pedals straps	<input type="checkbox"/> Inspect pulley and bearing assembly	

<b>CROSSTRAINERS</b>		
<input type="checkbox"/> Inspect and remove housing	<input type="checkbox"/> Examine and clean electrical connectors	<input type="checkbox"/> Test heart rate sensor (if applicable)
<input type="checkbox"/> Inspect and test console	<input type="checkbox"/> Inspect wire harness	<input type="checkbox"/> Test unit operation
<input type="checkbox"/> Inspect and clean the drive system	<input type="checkbox"/> Level the machine	
<input type="checkbox"/> Inspect and clean alternator	<input type="checkbox"/> Inspect and adjust belt tension	
<input type="checkbox"/> Inspect printed circuit boards	<input type="checkbox"/> Test display monitor	

<b>STEPPER</b>		
<input type="checkbox"/> Inspect and remove housing	<input type="checkbox"/> Inspect line cord	<input type="checkbox"/> Inspect and adjust belt tension
<input type="checkbox"/> Inspect and test console	<input type="checkbox"/> Inspect power board and heart sinks	<input type="checkbox"/> Test display monitor
<input type="checkbox"/> Inspect the drive system	<input type="checkbox"/> Inspect power board connectors	<input type="checkbox"/> Test heart rate sensors (if applicable)
<input type="checkbox"/> Inspect alternator	<input type="checkbox"/> Inspect wire harness	<input type="checkbox"/> Level the machine
<input type="checkbox"/> Inspect power cord	<input type="checkbox"/> Inspect bearings	<input type="checkbox"/> Test unit operation

<b>STRENGTH</b>		
<input type="checkbox"/> Inspect & lubricate linear bearings if req	<input type="checkbox"/> Inspect, clean & lube all adjustable areas if req.	<input type="checkbox"/> Inspect and lubricate range limiter if req
<input type="checkbox"/> Inspect and clean upholstery	<input type="checkbox"/> Inspect weight stack pin	<input type="checkbox"/> Inspect all hardware for proper tension
<input type="checkbox"/> Inspect cables for wear	<input type="checkbox"/> Set cables to proper tension	<input type="checkbox"/> Examine bumpers
<input type="checkbox"/> Inspect handgrips	<input type="checkbox"/> Inspect security lanyard	<input type="checkbox"/> Check all pulleys for proper operation

TECHNICIAN NAME (Print) \_\_\_\_\_

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

Customer Name: (Print) \_\_\_\_\_

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

CUSTOMER SIGNATURE: \_\_\_\_\_

## SCHEDULE C

### Glendale Fire/Police Department Cardio Equipment Inventory

#### Fire Station 151 [REDACTED] Glendale AZ. 85301)

- Precor – Recumbent Bike 846i serial # A952L11080002 (purchased July, 2009)
- Precor – Treadmill 956i serial # AGJYF10090002 (purchased July, 2009)
- Precor – Elliptical 576i serial# AA72B04090024 (purchased July, 2009)
- Nautilus Stairmaster SM916 serial# 14002081006050 (purchased July, 2009)

#### Fire Station 152 [REDACTED] Glendale AZ. 85303)

- Precor – Treadmill 956i (1) serial # AGJYF 27060001 (purchased July, 2006)
- Precor – Elliptical EFX576i (1) serial # AA72G21060040 (purchased July, 2006)
- Precor – Elliptical EFX576i (1) serial # AA72G21060033 (purchased July, 2006)

#### Fire Station 153 [REDACTED] Glendale, AZ. 85306)

- Precor – Treadmill 956i (1) serial # AGJYF 27060006 (purchased July, 2006)
- Precor – Elliptical EFX576i (1) serial # AA72E18060063 (purchased July, 2006)
- Precor C846i Recumbent Bicycle (1) serial # DMC25P0025

#### Fire Station 154 [REDACTED] Glendale, AZ. 85302)

- Precor – Elliptical EFX546i (1) serial # AA32F13050038 (purchased June, 2005)
- Precor – Treadmill C956i

#### Fire Station 155 Foothills Facility [REDACTED] Glendale, AZ. 85308)

- Precor – Treadmill C966 (2) serial #'s LJE21Q0008 & LJD30Q0001
- Precor – Elliptical EFX546 (1) serial # IKA21Q0048
- Precor – Elliptical EFX556 (1) serial # IZA1300016
- Precor – Bicycle C846 (1) serial # NME12Q0003
- Precor – Recumbent Bicycle C846 (1) serial # NNE06Q0013
- Stairmaster – Stepmill 7000 PT (1) serial # 20000030326028

#### Fire Station 156 [REDACTED] Glendale, AZ. 85308)

- Precor – Treadmill 956i (1) serial # AGJYD12060005 (purchased July, 2006)
- Precor – Elliptical EFX576i (1) serial # AA72G21060030

#### Fire Station 157 [REDACTED] Glendale, AZ. 85302)

- Precor – Elliptical EFX576i (1) serial # AA72G21060029 (purchased July, 2006)
- Cybex – 750A – Lower Body Arc Trainer (purchased April, 2010)

#### Fire Station 158 Westgate Public Safety [REDACTED] Glendale, AZ. 85303)

- Precor – Treadmill C966 (2) serial #'s LJJ08P0007 & LJD30Q0021
- Precor – Elliptical EFX546 (1) serial # IKG07Q0062
- Precor – Elliptical EFX556 (1) serial # IZG16Q0015
- Precor – Recumbent Bicycle C846 (1) serial # NNG16Q0016
- Precor – Bicycle C846 (1) serial # NMG22Q0028
- Stairmaster – Stepmill 7000 PT (1) serial # 20000030319016

**Fire Station 159 ( [REDACTED] Glendale, AZ. 85308)**

- Precor – Treadmill C956i (2) serial #'s OOZAF01050005 & ZAA0450003
- Precor – Elliptical EFX546i (2) serial #'s AA32F13050028 & AA32F13050033
- Precor – Recumbent Bicycle C846i (1) serial # 26L08R0002
- Precor – Stair stepper C764i (1) serial # D9127104

**Glendale Regional Public Safety Training Center [REDACTED] Glendale 85307)**

- Precor – Treadmill C956i (2) serial #'s AGJYC21070031 & AGJYC21070041
- Precor – Elliptical EFX576i (2) serial #'s AA72C22070073 & AA72C22070076
- Precor- Recumbent Bike 864i serial # A952C20070015
- Stairmaster StepMill 7000PT (2) serial #'s 20000060810008 & 20000060608069

## ADDENDUM

Contractor further agrees as follows:

### **I. Immigration Law Compliance.**

- A. Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor’s warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**II. Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

**III. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.