

To: Mayor and City Council

From: Rachel Waldron
Parks and Recreation Director

Re: Dunwoody Cultural Arts Center Wheelchair Lift Service Agreement

Date: July 13, 2026

Action

Approval of contract award to Genesis Elevator Company for a three-year service agreement of the new wheelchair lift at the Dunwoody Cultural Arts Center.

Summary

The Dunwoody Cultural Arts Center serves the growing artistic needs of the community, through our Partners Stage Door Theatre, Spruill Center for the Arts, and Chattahoochee Handweavers Guild. Reliable accessibility systems are imperative to the all-inclusive programming offered within the space.

Details

The Dunwoody Cultural Arts Center serves over 100,000 adults, students, and artists each year. The new wheelchair lift was installed earlier this year by Genesis. The proposed three-year service agreement provides preventative maintenance visits each year and the annual test required by State Law for each contracted unit. This agreement shall automatically renew for successive three-year terms unless either party gives written notice.

Annual funding for this agreement, in the amount of \$900 per year, will be allocated from Parks Repairs and Maintenance General Fund.

Recommendation

Staff respectfully requests that Council: (1) Award a contract to Genesis Elevator Company for a three-year service agreement of the new wheelchair lift at the Dunwoody Cultural Arts Center, in the amount of \$900 per year; (2) Authorize Staff to provide funding for the contract; (3) Authorize the City Manager to execute the necessary documents.



BASIC COMMERCIAL SERVICE AGREEMENT

Property Owner Name: _____	Property Owner Phone: _____
Property Owner Address: _____	Property Owner Email: _____
Responsible Billing Party: _____	Billing Contact Phone: _____
Billing Contact Name: _____	Billing Contact Email: _____
Billing Contact Address: _____	Emergency Contact Name: _____
Service Location Address: _____	Emergency Contact Phone: _____
Effective Date of Service: _____	Emergency Contact Email: _____

EQUIPMENT SPECIFICATIONS

Building Name: _____	Product Type: _____
Number of Landings: _____	Unit Phone Number: _____
Installation Year: _____	Unit ID or Serial #: _____
Quantity of Units: _____	Unit Description: _____
OEM: _____	

CONTRACT TERM: The service specified herein will be furnished from the effective date stated herein, and shall continue for an initial term of **THREE (3) years**. This Agreement shall automatically renew for successive **THREE (3) year** terms unless either party gives written notice to the other at least sixty (60) days before the end of the current term. Any notice of termination under this agreement by the customer shall be void unless sent via certified mail, return receipt requested, and actually received by GENESIS. In the event of the sale, lease, or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Customer agrees to see that such successor owner is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. GENESIS may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Customer’s breach of contract, safety or liability issues, or Customer’s refusal to authorize necessary repairs or upgrades.

CONTRACT PRICE: GENESIS in consideration of **Seventy-Five Dollars (\$75.00) per month per lift unit** by Customer in advance, agrees to furnish service as herein described on the equipment identified in the agreement. This agreement covers preventative maintenance for the equipment listed above. Customer is entitled to a credit equal to 2% on the annual amount for any prepaid annual billing. GENESIS reserves the right to adjust the contract price annually on the fiscal year of the contract. The payment adjustment will reflect the increase or decrease in labor costs which are passed on to Customer. GENESIS reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel, insurance or other administrative expenses increase. Customer shall pay, in addition to the price, any tax imposed upon Customer by any existing or future lay and the amount of tax imposed upon GENESIS, GENESIS’s suppliers, or Customer under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

2026 Billing Rates	Single Mechanic	Team
Regular Time	\$446.50	\$892.99
Overtime	\$669.75	\$1,339.49
Double Time	\$892.99	\$1,785.99

_____ *Customer Initials*

PAYMENT TERMS: Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1.5% per month, or the maximum legal rate, shall be applied to delinquent payments. Failure to pay any sum due by Customer within sixty (60) days will constitute an event of default. In the event of default, Customer agrees to pay, in addition to any past due amount, all attorney fees, collection costs, or court costs incurred by Genesis in connection therewith. If GENESIS exercises its right to suspend service, GENESIS shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, the Customer will be responsible for any costs GENESIS incurs as a result of the lapse in service. These payment terms shall also be applicable to any charges for work outside the scope of this Agreement. GENESIS is not responsible for any third-party, vendor, or subscription fees.

HOURS OF SERVICE: All work covered under this Agreement is to be performed during regular working hours: Monday – Friday 8:00 am-4:30 pm, excluding all nationally recognized holidays. The GENESIS Call Center is available 24 hours a day, seven days a week at **770-423-1095**, to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. All commercial elevators require emergency



elevator phones that are answered 24/7. GENESIS will provide this monitoring and service response when necessary. GENESIS on-call dispatchers will communicate and stay on the line to provide anyone who might be trapped reassurance that a GENESIS technician is on the way.

SERVICE PROGRAM: GENESIS agrees to maintain equipment indicated in a first-class workmanship manner. GENESIS is committed to providing a comprehensive service program to enhance the performance and safety for the life of the equipment outlined herein. GENESIS will systematically examine, maintain, adjust, and lubricate. Our maintenance control plan provides an examination of all components for maximum performance and safety. Our examination, lubrication, and adjustment will include the following components:

- ~ Computer logic and drive controls
- ~ Machines, drives, motors, governor
- ~ Car and hoistway door operating devices
- ~ Counterweights
- ~ Car and hall signal fixtures
- ~ Power units, pumps, valves, and jack
- ~ Pit sheaves and buffers
- ~ Counterweight safeties
- ~ Electrical wiring
- ~ Car frames, platform
- ~ Electrical connections
- ~ Sheaves and wire ropes

GENESIS will advise the customer of any known safety or operational concerns outside the terms of this agreement. Genesis will provide a proposal for any components that require replacement. All service is performed in strict accordance with the GENESIS Maintenance Control Plan tailored specifically for the equipment identified above. This program meets or exceeds ASME A17.1-2013 Code. All maintenance work will be documented on a unit basis and contained in or on the controller of each unit as well as electronically in the Genesis Customer Portal. GENESIS shall be obligated to make annual safety tests as required by the local authority. GENESIS shall not be required to perform and keep records of firefighter service testing or records of any other nature unless specifically included elsewhere in this agreement. GENESIS shall not be obligated to make adjustments required by new or retroactive code changes.

EXCLUDED MAINTENANCE: Items specifically excluded from the maintenance services provided under this agreement are as follows: a) service calls related to jack replacements, improper use, vandalism, running on arrival calls, acts of God, water damage, and situations out of our control, b) lighting fixtures, c) bulbs and tubes, d) all cosmetic finishes both in the hallways and inside the elevator, e) all wear services including flooring, sills, and fixture face plates, f) feeders to controller, g) all unexposed hydraulic systems equipment including jacks, h) piping, i) any alignment of elevator guide rails due to building settling, j) smoke, heat, and fire sensors, k) any communication or entertainment devices, l) security systems not installed by GENESIS, m) batteries for emergency lighting and emergency lowering, n) HVAC equipment o) pit pumps, and p) all other items set forth in this agreement. In addition, the Customer agrees that all non-commercially available components not available due to obsolescence are excluded from this contract. Genesis will provide a quote to upgrade the equipment in the event materials are not readily commercially available.

INDEMNIFICATION & LIMITS OF LIABILITY: Customer shall indemnify, defend, and hold harmless GENESIS from and against liabilities, losses, and claims of any kind or nature imposed on, incurred by, or asserted against GENESIS arising out of the concurrent, active or passive negligence of GENESIS in any way connected with the services provided under this Agreement or the use or operation of the equipment. Customer hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Customer might now or hereafter have against GENESIS. Nothing in this Agreement shall be construed to mean that GENESIS assumes any liability of any nature whatsoever arising out of, relating to, or in any way connected with the use or operation of the equipment covered by this Agreement. Neither GENESIS nor its affiliates shall be liable for any cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. GENESIS shall not be liable for any work service or material other than that specifically mentioned herein. GENESIS shall not be liable for fines, penalties, loss of profit, goodwill, business, or loss of use of equipment or property.

CUSTOMER OBLIGATIONS: Customer agrees to furnish GENESIS with a list of authorized personnel responsible for building operations. Customer agrees to provide GENESIS with a complete set of "as-built" wiring diagrams. In the event that the equipment is not functioning properly, the Customer agrees to shut down the equipment and notify GENESIS for repair. Customer agrees to notify GENESIS, verbally at Customer's first opportunity and in writing within seven (7) days, of any event of any injury or accident in or about the equipment included in this agreement. Customer shall at all times be solely liable for the proper use of the equipment. Customer agrees to post any and all instructions and warnings to passengers related to the use of the equipment. Customer shall not permit anyone other than GENESIS to make repairs, additions, modifications, upgrades, or adjustments to the equipment covered herein during the term of this agreement. Customer agrees to perform the required firefighter's service testing and keep records of such tests. Customer agrees to annually maintain the mainline disconnect switch by a certified electrician and repair it as necessary. Customer agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit area free from water, stored materials, and debris. Customer agrees to remove and dispose of any hazardous materials, water, or waste according to applicable laws and regulations. Customer agrees to provide a safe workplace for GENESIS personnel. Customer shall be solely responsible for supervising the use of equipment and for taking such steps including but not limited to providing attendant personnel, warning signs, and other controls necessary to ensure the safety of the user or safe operation of the equipment. Customer shall at all times maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability customarily carried for the life of this contract (naming GENESIS as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

OEM EQUIPMENT REQUIRED: Customer agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer ("OEM") when requested by GENESIS for replacement, repair, inventory, restoration or modification of the operation of the equipment. GENESIS agrees to reimburse owner for the cost of all parts acquired at GENESIS's request. GENESIS will notify Customer promptly if the need for an OEM diagnostic tool arises. Customer agrees to provide diagnostic tools and facilitate repair of diagnostic tools through OEM. Customer further agrees that GENESIS will not be responsible for any delays, damage, costs or claims associated with the failure to provide such diagnostic tools in a timely manner. GENESIS agrees to maintain the existing performance as designed and installed. GENESIS shall not be required under this Agreement to make changes in operation and/or control, subsequent to the date of this contract.

NONPERFORMANCE: Customer shall provide GENESIS with written notice, sent via certified mail, of any matter which it believes constitutes a failure by GENESIS to fully perform its obligations under this agreement. GENESIS shall have 30 days from the receipt of such notice to cure the alleged failure before Customer may allege GENESIS is in breach of this agreement. Failure of the Customer to send the aforementioned notice shall operate as a waiver by Customer of any claim related to that specific alleged failure.

MISCELLANEOUS: This agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be superseded and merged herein. Any changes made to this agreement by either



party must be expressly approved in writing before becoming binding. This Agreement is confidential between Customer and GENESIS and shall not be distributed to third parties. This agreement may be signed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Customer does hereby agree that the exclusive venue for any disputes between the parties shall be in any court of competent jurisdiction located in the County of Cobb, State of Georgia, and shall be governed by the laws of the State of Georgia.

The undersigned individual acknowledges that he/she has read and understands the terms and conditions of the agreement, including those on the reverse side, and that he/she has the authority to sign on behalf of and to bind the Customer.

Owner or Authorized Representative

Genesis Representative

Genesis President

Signature

Signature

Signature

Name

Name

Name

Date

Date

Date