

**CITY OF LONG BEACH**

**LONG BEACH, N.Y. 11561**

**CONTRACT # CLB031-2021**

**DYNASTY ELEVATOR CORP.**

THIS AGREEMENT made this 1<sup>st</sup> day of February 2022, between the CITY OF LONG BEACH, City Hall, 1 West Chester Street, Long Beach, Nassau County, New York, 11561 (hereinafter called the City), party of the first part, and DYNASTY ELEVATOR CORP., 1460 Broadway, New York, New York 10036 (hereinafter called the Contractor), party of the second part, COVENANT,

**W I T N E S S E T H:**

The parties hereto do mutually agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself, himself or themselves, and its, his or their heirs, executors and administrators or successors, as follows, to wit:

1. **AUTHORITY:** This contract entered into pursuant to City Council Resolution No. 8/22 duly adopted on February 1, 2022.
2. **CONTRACT INCLUDES:** Servicing and maintenance of five (5) passenger elevators and three (3) chair lift elevators at the following city-owned buildings: two (2) elevators and two (2) chair lift elevators at City Hall, one (1) elevator at the Senior/Community Center; one (1) elevator at the Ice Arena; one (1) elevator at the MLK Center; and one ADA mechanical pool chair lift elevator at the Recreation Center Pool for a five (5) year period.

*The extent of the work to be done, the materials to be furnished, etc. are included in the City's Request for Bids entitled "Full Service Elevator Maintenance and Repair" dated December 21, 2021 ("RFB"), which is attached hereto and made a part hereof.*

The Contractor shall furnish shop drawings, all labor, materials, equipment, and any other necessary item to complete all the work called for under this Agreement. All parts not specifically mentioned which are necessary in order to successfully perform and complete the work under this contract shall be included and shall conform to the best practice known to the trade in strength, quality of material and workmanship. All deliveries are F.O.B. City of Long Beach.

3. **CONTRACT PRICE:** The monthly service and maintenance costs are as follows: two (2) passenger elevators at 1 West Chester Street, \$700.00 per month; two chair lift elevators at 1 West Chester Street, \$400.00 per visit on a semi-annual basis; one passenger elevator at the Senior/Community Center at 650 Magnolia Boulevard, \$300.00 per month; one passenger elevator at the Ice Arena at 150 West Bay Drive, \$300.00 per month; one passenger elevator at the MLK Center at 615 Riverside Boulevard, \$300.00 per month; and one ADA mechanical pool chair lift elevator at 700 Magnolia Boulevard, \$200.00 per visit to be conducted on a semi-annual basis. Contractor shall receive \$1,700.00 per month, less any withheld portions as called for herein, for the performance of all the work required under this contract.

4. **TIME OF COMMENCEMENT AND COMPLETION:** Contract shall commence on February 1, 2022, and continue for five (5) years terminating on January 31, 2027. The work shall be performed in accordance with the specifications of this contract.

If, in the judgment of the City, the Contractor fails to perform the work diligently and in workmanlike manner, the City shall so notify the Contractor, in writing stating the facts; and, in such case, unless the Contractor remedies its defaults or failures within ten (10) days after the giving of such notice, the City may cancel this contract. In such a case, the City shall be under no further obligation to the Contractor, but liability of the Contractor for damages for breach of this contract shall not be extinguished.

5. **LIQUIDATED DAMAGES:** In case the Contractor shall fail to complete the work hereunder in accordance with the specifications and to the satisfaction of the City, the Contractor shall and will pay to the City an amount equal to the difference between the price called for this agreement and the cost of having the services performed by another party, plus ten (10%) percent for administration costs which said sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the City will suffer by reason of said delay and not as a penalty; and the City shall and may deduct and retain the amount of such liquidated damages out of any monies which may be due or become due from it to the Contractor.

6. **EXTRA WORK:** The Contractor shall and will do any work and furnish any materials not herein provided which may be found necessary or advisable for the proper completion of the work or the purposes thereof. All extra work and materials shall be ordered in writing by the City Manager in accordance with ordinances in such case made and provided, and in no case will any such work or materials in excess of the amount shown by said plans and specifications be paid for unless so ordered; otherwise, all claim for such work or materials shall be absolutely waived by the Contractor, and the City shall not be required to allow payment for the same or for any part thereof.

7. **SPECIAL PROJECTS:** During the term of this contract, the Contractor may be asked to undertake various system upgrading projects that vary in scope from or are not covered herein. In such circumstances, the City will request a detailed cost proposal from the Contractor to address the specific action. The proposed fee will be subject to negotiation. When a final price is agreed upon, the City will amend this contract, if necessary, to include the additional work item(s). If an equitable fee cannot be agreed upon, the City reserves the right to either seek independent quotes or undertake a bidding exercise to obtain competitive bid prices.

8. **OBLIGATION OF CONTRACTOR:** The Contractor shall, at his own cost and expense, provide any and all manner of labor, materials, apparatus, scaffolding, appliances, utensils, tools, machinery, transportation and cartage, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall protect the work from damage, and shall make good on all injury to the same occurring before the completion of this contract.

9. **DEFENSE OF ACTION OR SUITS; INDEMNIFICATION:** Neither the City nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen to the said work, or to any part or parts thereof, or to any materials, equipment or other property that may be used or employed therein, or placed upon the ground, during the progress of the work, nor shall the City and its officers and/or agents be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the Contractor, or otherwise, or for damage to any property, whether belonging to the City or others, occurring during or resulting from the said work. The Contractor shall properly guard against all such injuries and damages, shall indemnify and save harmless the City, its offices and agents, against all such injuries, damages and compensation arising out of the negligent acts or omissions of the contractor; shall, from the commencement of work till completion and acceptance thereof, maintain public liability insurance in amounts of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence; Excess Liability Umbrella policy with single limit of \$3,000,000.00; and property damage liability insurance in an amount not less than \$1,000,000.00 per occurrence for the protection of the Contractor and the City, and shall furnish duplicates of the policies to the City, stamped by the insurer "Premium Paid"; and Workers' Compensation Insurance in accordance with the laws of the State

of New York. Such policies shall be written by an insurance company or companies approved by the City of Long Beach and licensed to do business in the State of New York and will show the **“City of Long Beach” as the certificate holder and as the additional insured.**

10. **PERMITS, LAWS AND ORDINANCES:** The Contractor shall keep himself fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work herein specified, and any extra work contracted for by it, and shall at all times absolve and comply with and cause all his subcontractors, agents and employees to observe and comply with said ordinances, laws and regulations and shall indemnify and save harmless the City and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations. The Contractor shall secure, at his own expense, all necessary permits from public authorities, shall give all notices required by law, regulations or ordinances; shall pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract, and extra work contracted for by him, and shall otherwise comply with all local and state laws and regulations.

11. **NO ASSIGNMENT:** The Contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder.

12. **SUB-LETTING:** No part of the work embraced in this contract shall be sublet or in any way removed from the control of the Contractor, except with the written consent of the City, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere. The absence of such written consent shall not constitute a waiver of the City’s rights under this paragraph.

13. **RESPONSIBILITY OF CONTRACTOR FOR EMPLOYEES:** Each and every employee of the Contractor, and each and every sub-contractor(s) engaged in the said work, shall for all purposes be and be deemed to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the City. The Contractor shall in no manner be relieved from responsibility or liability on account of any part thereof, by any such employee, or any such subcontractor, or any material men whatsoever.

14. **LABOR LAW:** The Contractor agrees to comply with all provisions of the Labor Law of the State of New York, including but not limited to all provisions relevant to the safety and protection of workers and the general public; working hours; wages and benefits; and workers’ compensation. The Contractor agrees to follow the provisions of the Prevailing Wage Rates set forth by the New York State Department of Labor and shall submit proof of payments to the City. Failure of the Contractor to comply with any of these provisions shall not relieve the Contractor of any of its obligations but shall make the Contractor solely liable for damages.

The Contractor shall also be responsible for compliance with all laws, rules and regulations applicable to its business in general and to safety in particular. The Contractor shall therefore comply with all applicable provisions of the Code of Federal Regulations, the New York State Code of Rules and Regulations and all other promulgations of federal, state and local authorities. Contractor agrees to indemnify the City for all claims arising out of Contractor’s failure to comply with any rule or law intended for the safety of any person.

15. **WARRANTY:** The Contractor warrants and guarantees that all work will be performed and completed in a workmanlike manner according to standard industry practices and shall repair/replace any defective material or workmanship during the period of this contract. All material warranties shall inure to the benefit of the City.

16. **SPECIFICATIONS and CONTRACT DOCUMENTS:**


- a. The specifications in the RFB, which are incorporated herein by reference and forming a part of this contract are on file in the office of the City Purchasing Agent and entitled: "Full Service Elevator Maintenance and Repair" dated December 21, 2021.
- b. This contract, the RFB, and Contractor's response to the RFB collectively constitute the complete understanding between the parties.

17. **NOTICE:** Any notice hereunder shall be addressed to the Contractor at 1460 Broadway, New York, New York 10036 and to the City at its office, City Hall, 1 West Chester Street, Long Beach, New York 11561, to the attention of the City Purchasing Agent. Such notice shall be personally served or mailed by certified mail, return receipt requested.

[This space left intentionally blank. Signature page to follow immediately below on page 5.]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**CITY OF LONG BEACH**

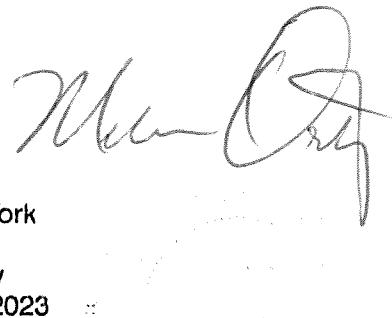
By:   
\_\_\_\_\_  
Donna M. Gayden  
City Manager

**City of Long Beach's Acknowledgement:**

STATE OF NEW YORK )  
                                  )ss.:  
COUNTY OF NASSAU )

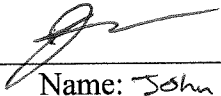
On the 10 day of February, in the year 2022 before me personally came **Donna M. Gayden** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the City Manager of the City of Long Beach, the municipal corporation described herein and which executed the above instrument and that he/she signed his/her name pursuant to the authority of the New York State Law.

NOTARY PUBLIC  
  
MELISSA ORTIZ  
Notary Public, State of New York  
No. 01OR5077631  
Qualified in Nassau County  
Commission Expires May 12, 2023



[Dynasty Elevator Signature Block and Acknowledgment to Follow Immediately Below on Page 5.]

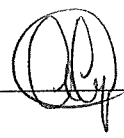
**DYNASTY ELEVATOR CORP.**

By:   
Name: John Mezzo  
Title: vice president  
2/9/2022

**Dynasty Elevator Corp.'s Acknowledgement:**

STATE OF NEW YORK)  
  )ss.:  
COUNTY OF NY )

On this 9th day of February, 2022, before me personally came John Mezzo, and that he/she is the Vice President of the Partnership/Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

  
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NOTARY PUBLIC

**AMELIA HOLGUIN PEREZ**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01H06401110**  
**Qualified in New York County**  
**My Commission Expires 12-02-2023**