

CITY OF LONG BEACH

LONG BEACH, N.Y. 11561

CONTRACT #001/17

UNITEC ELEVATOR

THIS AGREEMENT made this 21st day of February 2017, 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 UNITEC ELEVATOR, 97-20 99th Street, Ozone Park, New York 11416 (hereinafter called the Contractor), party of the second part, COVENANT,

WITNESSETH:

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. 5/17 duly adopted on January 17, 2017.
2. **CONTRACT INCLUDES:** Servicing and maintenance of five (5) passenger elevators at the following city-owned buildings: two (2) elevators at City Hall, one (1) elevator at the Senior/Community Center; one (1) elevator at the Ice Arena; and one (1) elevator at the MLK Center for a five (5) year period.

The extent of the work to be done, the materials to be furnished, etc. are included in Sections A through D 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 Contract #001/17. 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, \$800.00 per month; one (1) passenger elevator at the Senior/Community Center at 650 Magnolia Boulevard, \$325.00 per month; one (1) passenger elevator at the Ice Arena at 150 West Bay Drive, \$325.00 per month; and one (1) passenger elevator at the MLK Center at 615 Riverside Boulevard, \$325.00 per month; Contractor shall receive \$1,775.00 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, 2017, and continue for five (5) years terminating on January 31, 2022. 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 of 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 defend in any claim or action and indemnify and save harmless the City, its offices and agents, against all such injuries, damages and compensation arising or resulting from causes, other than the City's negligence; 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.

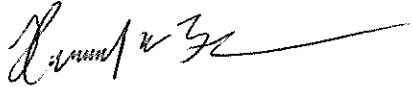
15. **WARRANTY:** The Contractor warrants and guarantees that all work will be performed and completed in a workmanlike manner according to standard industry practices and shall repair/replace any defective material or workmanship during the period of this contract. All material warranties shall inure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

16. **SPECIFICATIONS:** The specifications 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.

17. **NOTICE:** Any notice hereunder shall be addressed to the Contractor at 97-20 99th Street, Ozone Park, New York 11416 and to the City at its office, City Hall, 1 West Chester Street, Long Beach, New York 11561, attention City Purchasing Agent. Such notice shall be personally served or mailed by certified mail, return receipt requested.


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

Signed, sealed and delivered
In the presence of:



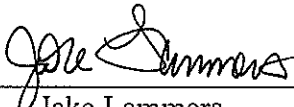
City Clerk

CITY OF LONG BEACH

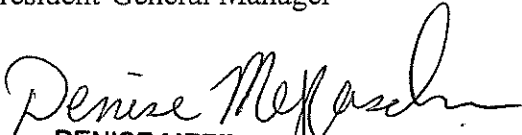
By: 

Jack Schnirman
City Manager

UNITEC ELEVATOR

By: 

Jake Lammers
President-General Manager


DENISE MEZZASANA
Notary Public, State of New York
No. 01DO6062832
Qualified in Richmond County
Commission Expires 8/20/17

SECTION "A"
GENERAL PROVISIONS

SECTION "A"

GENERAL PROVISIONS

ARTICLE 1 – DEFINITIONS

WORK

The term "Work" includes all labor, equipment, other items and facilities necessary for the complete performances of all the terms and conditions of the Contract. The contractor will perform the work so as not to interfere with business operations of City of Long Beach or the building's occupants.

CONTRACT

The term "Contract" means Agreement, entered into by the parties, and all documents referred to in the signed Agreement.

INTENT

The "Intent" of the Contract Documents is to include all of the work for the Contract Sum and within the Contract Time.

OR EQUAL

Throughout the Specifications, the types of materials and equipment may be specified by the manufacturer's name and catalogue numbers in order to establish standards of quality and performance. The Contractor may use another product which is an approved equal. The burden is upon the Contractor to prove such equality and proof must be submitted with the proposal, or prior to the use of any such materials. The City of Long Beach reserves the right of final approval on all materials and equipment.

SEPARATE CONTRACTS

City of Long Beach reserves the right to let other Contractors work on the premises. The Contractor will afford such contractors adequate opportunity for the execution of their work.

ARTICLE 2 – CITY OF LONG BEACH

UTILITIES

City of Long Beach will permit the Contractor to connect to and utilize the building water, electricity and similar items from existing outlets without charge.

GIFT POLICY

The Contractor will not give or offer gifts or gratuities of any type to City of Long Beach employees or members of their families. Such gifts or offering will be constructed as the Contractor's attempt to improperly influence the relationship.

ACCEPTANCE

The City of Long Beach reserves the right to reject any or all bids, to waive all formalities on same and to accept those bids which are to the best interest of the City of Long Beach. This bid will be awarded to one Contractor to service the four locations.

CHANGES

City of Long Beach will notify all Contractors of any changes made in these specifications in a written addendum.

ARTICLE 3 – CONTRACTOR QUALIFICATIONS

LICENSES & PERMITS

Contractor shall obtain at its own cost all licenses (including professional licenses) necessary for Contractor to do business in all jurisdictions where any part of the work is to be performed and shall obtain all permits, certificates, and authorizations for performance of the work, and give all notices required by applicable law having jurisdiction over Contractor, employees, agents subcontractors or the work of any of them.

SCOPE OF CONTRACT

Contractor agrees to provide City of Long Beach with the services set forth in Section "C", Scope of Work, annexed hereto and made a part hereof, at the Buildings known as 1 West Chester Street, 650 Magnolia Blvd., 150 West Bay Drive and 615 Riverside Blvd., Long Beach, New York. Contractor shall render such services at the intervals specified therefore in Section "C". The rendering of all services referred to herein shall include, without limitation, all necessary labor, supervision, equipment and materials.

PERSONNEL

Personnel supplied by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employed or agents of City of Long Beach

The Contractor's personnel will not be permitted to lounge in areas within the Building or its grounds unless City of Long Beach specifically designates an area for that purpose

The Contractor will carefully screen all its personnel prior to placement on the premises.

The Contractor will establish appropriate procedures and controls so that services under this contract will not be performed by using any aliens who are not legally eligible for such employment under U.S. Immigration Laws.

Employees of Contractor shall be in full uniform, displaying Contractor's name, at all times while on the premises performing any work in the building.

LABOR RELATIONS

Throughout the term of hereof, all persons rendering services to the building pursuant to this agreement shall be retained by and paid by Contractor as Contractor's own employees. Contractor and City of Long Beach shall cooperate with each other to the end that there shall be no labor difficulties in or about the building. If any such conflict shall arise as a result of anything the Contractor shall do or fail to do, the Contractor shall eliminate the basis therefore with 24 hours after notice from City of Long Beach

Contractor, at its expense, shall be responsible for and resolve any and all jurisdictional disputes.

If the services under this contract shall be interrupted as a result of any labor conflict or difficulty, Contractor shall immediately provide "basic essential services" to the Building in accordance with this contract, with persons first approved by City of Long Beach in writing.

In the event that a work stoppage occurs and the amount of outages exceed the average number of outages for the preceding three months, the City of Long Beach will be entitled to a proportional reduction not to exceed 50% of the monthly contract price.

SAFETY

The Contractor will take all the necessary precautions for the safety of Contractor's employees, City of Long Beach personnel, other contractor's employees and the tenant's employees while performing work under this Contract. Contractor must be in compliance with Local, Federal and State O.S.H.A. Laws including but not limited to "the right to know" Law.

METHOD OF WORK

The Contractor is responsible for all work and for the means and methods employed, and will supervise, direct and coordinate all the work at all times to carry out its responsibility.

SITE INSPECTION

Prior to submitting proposal for the work, the Contractor will examine all of the conditions relating to the work, visit the sites, investigate the difficulties which may be encountered in performing the work and assume full and complete responsibility for all risks

connected with said work. Please contact _____ @ (516) 431-1000 to schedule an equipment survey.

INSPECTION BY CITY OF LONG BEACH

The Contractor will permit and facilitate inspection of the work by City of Long Beach, its representatives and the public authorities at all times. Failure of City of Long Beach during the progress of the Contract to discover or reject unacceptable work, or work not in accordance with the Contract, will not be deemed acceptable nor a waiver of City of Long Beach's right to properly execute the work. The City of Long Beach or his/her representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be his/her responsibility to make the necessary corrections as soon as possible, not to exceed thirty (30) days except matters of safety shall be corrected forthwith. In event that the deficiencies have not been corrected within thirty (30) days, the Owner may terminate the Contract and employ a Contractor to make the corrections at the original bidder's expense. If deficiencies are life safety items, they must be corrected immediately.

Approximately every six (6) months, the City or his/her designated representative may make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, the City shall give the Contractor written notice of any deficiencies within thirty (30) days after receipt of such notice.

TOOLS AND MATERIAL

The Contractor will furnish all the necessary tools and materials for the performance of the work under the Contract, except for these items specifically referenced as being furnished by City of Long Beach

WORKMANSHIP

Workmanship will be for the highest quality. All the contractor's employees will be competent to perform the services required. The Contractor will at times enforce strict discipline among the Contractor's employees and subcontractors.

EQUIPMENT

The Contractor will keep all equipment in safe operating condition. All electrical equipment will be UL approved and either double insulated or three wire grounded. All equipment will be inspected by the Contractor before being put into initial operation and periodically thereafter.

City of Long Beach and its representatives will have the option to perform inspections. Equipment found to be defective or hazardous will be removed from service and repaired or replaced by the Contractor at the Contractor's expense.

CUSTOMER SERVICE

The Contractor will assign a representative to City of Long Beach account, who will periodically visit the building and will be available for consultation in any matter relating to the maintenance of the units. The Contractor Service Representative will be available

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City of Long Beach*

to discuss elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the units. The Contractor will provide training upon request for employees or agents of City of Long Beach in the proper operation of manually operating the elevators.

ARTICLE 4 – INSURANCE

BONDING AND INSURANCE

A. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City of Long Beach nor shall the Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance coverage. The required insurance coverage is as follows:

- (I) Workmen's Compensation, Employer's Liability, Employment and Disability Benefits, in amounts not less than those required by law or by any applicable union contract.
- (II) Comprehensive General Liability Insurance (which shall include indemnity and hold harmless coverage insuring Contractor in accordance with Article 14 hereof.

Comprehensive General Liability

(a)	Bodily Injury or Death	\$1,000,000 per person \$1,000,000 per occurrence
(b)	Property Damage	\$1,000,000 per occurrence
(c)	Auto	\$1,000,000
(d)	Worker's Compensation	\$500,000

(III) Excess Liability Umbrella policy with single limit of \$3,000,000.

B. Such policies of insurance and bond and the proofs thereof to be delivered to City of Long Beach shall provide that such coverage cannot be cancelled or modified except upon thirty (30) days prior to written notice to the City of Long Beach from the insurer. Companies licensed to do business in the State of New York and approved by City of Long Beach in writing shall issue all such insurance policies and the fidelity bond.

C. List the following entities as additional insured:

City of Long Beach, its officers, employees and agents.

ARTICLE 5 – WORK CHARGES

Not applicable.

ARTICLE 6 – TENANT INFORMATION

Not applicable.

ARTICLE 7 – COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will at all times comply with all applicable federal, state and local laws, rules and regulations.

ARTICLE 8 – OCCUPATIONAL SAFETY AND HEALTH ACT

Work shall be performed in accordance with the recommendations of the National Institute of Occupational Health (NIOSH), the U.S. Environmental Protection Agency (EPA) and the requirements of the Occupational Health and Safety Administration (OSHA) asbestos standard.

ARTICLE 9 – APPLICABLE LAW

The agreement of this contract will be governed by the laws of the State of New York. No rights, remedies or warranties available to City of Long Beach under this Contract or by operation of law are waived or modified unless expressly waived or modified by City of Long Beach in writing.

ARTICLE 10 – EVACUATION PLAN

The Contractor shall become familiar with the Evacuation Plan and instruct his personnel on how to evacuate the building in the event of fire or an emergency.

ARTICLE 11 – TERM

This contract shall be in effect for five (5) years from date of contract, unless this agreement is terminated prior as provided in this Article 13 or elsewhere in this Contract.

ARTICLE 12 – ASSIGNMENT

Neither this contract nor any interest of Contractor herein, nor any sums payable to Contractor hereunder, may be assigned, pledged or otherwise encumbered, in whole or in part, by Contractor without City of Long Beach prior written consent nor may Contractor subcontract for any of the service required to be performed by it hereunder without City of Long Beach's proper written consent. Subject to the provision of this Article, this contract shall be binding upon and insure to the benefit to the legal representative, successors and assigns of the parties hereto.

ARTICLE 13 – TERMINATION OF CONTRACT

City of Long Beach may, at anytime, terminate this Contract, for any reason without necessity of cause for such termination, provided written notice of such termination is given at least thirty (30) days prior to the effective date. Termination notice shall be delivered as stipulated in Article 17 of this Contract. Such termination date may be any date in any calendar month of the term hereof.

ARTICLE 13A – DEFAULT

If either party shall default in its performance of any of its obligations, non-defaulting party shall send a written notice describing the default. If the defaulting party within ten (10) days does not commence to take reasonable and timely completion, non-defaulting party may terminate this agreement.

Elevator Company will be in default with the obligations of this Contract if the following occurs:

- A. Elevator Company fails to perform the routine predetermined schedule of preventive maintenance.
- B. Elevator Company fails to properly respond to emergency callbacks and/or entrapments for down systems within dictation time frame as indicated in this Contract.
- C. Elevator Company fails to properly respond and/or trouble shoot the repetitive elevator shutdowns, malfunctions or intermittent problems as outlined in this Contract.
- D. Elevator Company fails to perform and/or properly file appropriate tests and inspection documentation.
- E. Elevator Company fails to expeditiously respond to and correct violations from the Department of Buildings and/or applicable authorities having applicable jurisdiction.
- F. Elevator Company fails to in good faith properly respond to reports and/or recommendations from insurance carrier and/or Owner's representatives/consultants.
- G. Elevator Company fails to perform scheduled preventive work in elevator components leaving building with emergency shutdowns due to unscheduled repair work.

The Owner or its agent may have the elevator performance checked monthly by a consultant to ensure Contractor is performing in accordance with the terms of the Contract. If the performance requirements are not maintained, the Owner will retain the monthly payment from the Contractor until the Consultant verifies that the incomplete work has been sufficiently completed and the performance is back to Contract standards.

The price during a specified period of time will be subject to the reliability and performance of the elevators in a previous period of time, as set forth below.

Contractor will correct any failures, which take any unit out of service within one (1) day from the day Contractor received notification of the failure. If the unit is not back in service by such time, a discount will apply to billing in the subsequent monthly billing. The discount will be prorated for the period the unit was out of service. Deduct will be 1/30 of monthly bill per day per elevator.

This contract shall constitute the entire elevator maintenance service agreement between the Contractor and the Owner and its Agent and may not be modified by either party except by writing, subject to approval by both parties. All prior agreements, whether written or oral, are superseded, null and void. The contract shall become valid only when accepted by the Owner or his Agent and when subsequently approved by an officer of the Company.

ARTICLE 14 – LAWS: INDEMNIFICATION

Contractor shall comply with all applicable laws, ordinance and regulations. Contractor agrees to indemnify and save the City of Long Beach and its principals, officers, employees and agents and all of them (each an "Indemnitee") harmless against and from any and all liabilities and claims of loss, damage and/or injury to person and/or property, and/or otherwise, arising from or in a way connected with the services and obligations to be performed hereunder (including, without limitation, those set forth in Article 4 hereof and any arising from any breach or default by Contractor under this contract and/or any act, omission or negligence of Contractor, or any of its servants or employees) and from, and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, but only to the extent same are caused by negligence, misconduct, or other fault of Contractor, its Agents and employees which arise out of work performed under this agreement, about any such claim; such claim, Contractor, at its expense, upon notice from City of Long Beach shall defend such action or proceeding by counsel reasonably satisfactory to City of Long Beach (and it shall be deemed that Contractor's insurer's counsel shall be acceptable to City of Long Beach) Said indemnification's shall not be affected by the allegation of contributory or comparative negligence by the indemnitee(s) and/or the agents, servants or employees of any of them. If any claim is made or any action is instituted against any indemnitee(s), which would or might give rise to Contractor's indemnity obligations hereunder, the City of Long Beach may elect that Contractor provide City of Long Beach with a surety bond, with a company and in an amount satisfactory to City of Long Beach provided, however, that such bond shall not be required so long as Contractor's indemnity obligation hereunder shall be insured pursuant to the provisions of this contract.

ARTICLE 15 – LIENS

Contractor agrees that it shall not file, nor permit to be filed, in connection with the services to be rendered hereunder, any mechanic's or other lien against or affecting the building or other property of City of Long Beach the fee owners or mortgagees of the building and to the extent permitted by law, Contractor, for itself and all others performing labor or furnishing services in connection with this contract, hereby waives the right to file any such lien except non payment of services. If any such lien shall be

filed, Contractor shall discharge the same of record by payment, bonding or other lawful means, within 30 days from the date of filing thereof.

ARTICLE 16 – NO LIABILITY

The City of Long Beach shall not at any time be liable (except if they or any of them shall be negligent) for loss of or damage to Contractor's tools, materials and/or equipment.

ARTICLE 17 – NOTICES

Notices shall be effective only if sent by registered or certified mail, return receipt requested, to the address set forth above or to such other address as the party being sent such notice shall have specified in such manner. Notices shall be deemed effective when posted.

ARTICLE 18 – BENEFITS

The Contractor is solely responsible for any benefits due to any employees during the term on this contract.

ARTICLE 19 – CONFLICT

If any provision of any Section or Schedule shall conflict with or not be covered by any provision of this contract, the provisions which impose a greater obligation upon Contractor shall control. If any provisions of this contract conflict with any provision of any prior agreement, whether written or oral, between City of Long Beach and Contractor or any of its predecessor or affiliated entities, the terms of this contract shall control.

ARTICLE 20

No overtime maintenance shall be performed on a building holiday unless arrangements are made with the Building Manager with a minimum of five (5) workdays advance notice.

ARTICLE 21 – ENTIRE AGREEMENT

This contract states the entire agreement between the parties with respect to the services to be rendered hereunder and all prior representation or prior agreements, whether written or oral, are merged herein. No modifications or revision of this contract shall bind City of Long Beach unless evident by writing duly signed on behalf of City of Long Beach.

SECTION "B"
INSTRUCTIONS TO CONTRACTORS

SECTION "B"
INSTRUCTION TO CONTRACTORS
ELEVATOR MAINTENANCE & SERVICING

1. The Contractor is to provide all the necessary personnel, material and equipment to perform Elevator Maintenance and Servicing repairs and repair work at **1 West Chester Street, 650 Magnolia Blvd. 150 West Bay Drive and 615 Riverside Blvd., Long Beach, NY.**
2. The Contractor is to complete all pricing information requested as outlined in this contract.
3. The Contractor's personnel are to enter and leave the building via the designated entrance. Each person must leave a signed receipt with date, time, work performed and signature. First and last name must be clearly printed next to signature.
4. It is the Contractor's responsibility to maintain a labor pool of sufficient size to provide services as outlined herein, at no additional cost to City of Long Beach
5. The Contractor's invoices are to be accurate. Each invoice will be verified and paid based on determination by City of Long Beach of accuracy of the charges generated within the billing period.

All invoices must reflect the following information:

- a. Building Address
- b. Type of Service Performed
- c. Billing Period (month for which charges reflect)
- d. Date of Services
- e. Invoices must be submitted by the 10th day of the month following completion of work.
- f. Itemized charges for special orders will be required.
- g. Contract or Non-Contract work.
- h. Itemized labor and parts charges.
- i. Contract maintenance/repair invoices to detail labor and material utilized.

City of Long Beach will return incorrect invoices and/or vouchers to the contractor.

6. The Contractor's employees will not be permitted to use any equipment or personal property belonging to City of Long Beach or the tenants without the prior approval of the City of Long Beach only.
7. The Contractor's personnel will be required to wear uniforms so as to be readily recognized by anyone in the building.
8. Contractor agrees to be bound by the terms and conditions of the General Municipal Law State of New York as amended by Chapter 751, Section 1, of the Laws of 1965 and particularly to Sections 103A and 103B thereof, and further agrees to at all times to observe and comply with all municipal ordinances, regulations State and OSHA Federal Laws, in any manner affecting the work herein specified. This contract will

*Full Service Elevator Maintenance and Repair Agreement
City of Long Beach*

follow the provisions of the Prevailing Wage Rates as set forth by the NYS Dept. of Labor. A copy of the prevailing wage rates will be available to the successful bidder.

9. The successful bidder shall be required to furnish, at the execution of the contract, an executed bond of a surety company authorized to do business in the State of New York and approved by the City, in an amount equal to 100% of the total amount of the contract, guaranteeing to the City the faithful performance of the contract and payment of all claims for material, labor and wages in connection with this contract.

SECTION "C"
SCOPE OF WORK

INTENT OF CONTRACT

This contract is inclusive of all labor, material, tools, supplies and supervision required to inspect, test, service, repair and maintain the system in full working order unless such required repairs are due to fire, water damage, vandalism, or acts of God. It is understood that this contract covers all existing equipment.

Upon award of a contract, Contractor will take over all the equipment in its "as is" condition. **Therefore, Contractor shall include in its bid, all costs necessary to correct any pre-existing deficient condition(s) within the first year of the contract.**

By submitting its proposal, the Contractor covenants and agrees that it has carefully examined the systems and equipment, drawings, plans, specifications, addenda, revisions and the sites, and, from its own investigation, it has satisfied itself as to the nature and locations of the work, the general and local conditions and all matters which may in any way effect its performance and that, as a result of such examination, it fully understands the intent and purpose thereof and its obligations thereunder and that it will not make any claim for or have any right to damages for any misunderstandings or misinterpretation because of any lack of information.

After contract award, the Owner will not entertain any claim for additional costs due to any pre-existing condition of the equipment.

NOTICE

Prior to the start of any scheduled maintenance work in the building performed by the Contractor, the Contractor shall notify the Building Maintenance Dept. at least ten (10) working days in advance.

REPORTS

Upon the completion of any work on behalf of the Owner or Agent, the Contractor shall leave a written service report specifying all work performed. This report is to include work performed, including tests, adjustments, repairs, replacements and other work done; faults, defects noted, future repair or replacements required as well as any corrective work required during the inspection/visit to the building. The report is to detail all items and shall not be generic in nature, actual work time, as well as time complete. Times are required on all service reports for all work, regardless if work is included in the contract or not.

Mechanic answering a service call shall report to the Building Management Office or other designated area as specified upon entering each premise unless his/her regular assignment each working day is at the specified building. However, he/she shall upon completing his/her work, report to the Owner, or other designated person and leave a legible service ticket containing the following information:

Mechanic Name
Date
Building
Elevator Number and NYC Device Number
Time In

Cause of the Problem
Corrective Action taken, parts and materials used
Travel and Expenses
Time Out
General Comments
Elevators Out of Service

Any corrective work required and noted shall be scheduled within one week unless it is deemed by the Owner or Agent that it requires immediate attention.

REPLACEMENT PARTS

All replacement parts shall be acceptable, compatible and operative components similar to the original factory authorized installation. All parts required for the repair and/or maintenance of the systems associated with this contract shall be provided by the Contractor as part of the Contract.

A. GENERAL

The Contractor shall provide full service maintenance in accordance with the terms of this contract on the following equipment:

- 1 West Chester Street – Two geared traction passenger elevators.
- 650 Magnolia Blvd. – One Dover hydraulic passenger elevator.
- 150 West Bay Drive – One Dover hydraulic passenger elevator.
- 615 Riverside Blvd. – One Dover hydraulic passenger elevator.

*Contractor shall provide a minimum of two hours per month per car dedicated to preventative maintenance for the four (4) elevators.

B. INTENT

The intent of these specifications is to cover a complete maintenance service in every respect. It is not intended to give every detail in the specifications but it must be understood that all material and equipment normally and usually furnished, required, and/or, needed to completely, safely and satisfactorily continue the performance and operation of this equipment as originally built by the manufacturer.

C. COMPETENCY OF ELEVATOR CONTRACTOR

1. The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the contractor, in order to qualify in addition to the other requirements herein provided, shall prove to the satisfaction of the City of Long Beach that his firm has actively, normally and without substantial incident been engaged, for at least the past five years, in the maintenance, service, repair and replacement of materials and equipment in elevators of similar operations, control system, speed, and capacity as those covered by this Agreement.
2. The Contractor shall show that he has available under his direct employment and supervision the necessary organization and facilities

located within a 50-mile radius from the site to properly fulfill all the services and conditions required under this specification. The Contractor shall submit a notarized statement attesting to the following:

- a. That he has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five years. Include the following:
 1. The names of the employees in the area responsible for this contract, their function in the company, title and number of years of service with the Contractor's Firm.
 2. The present address of the main operating facilities of this organization, and location of the engineering department.
 3. Location of the facility that will serve this Contract.
- b. That his main operating facilities are equipped, or has access to:
 1. Machine shop facilities containing a minimum of two lathes, drill, press, power hack saw and milling machine. One of the lathes shall be capable of handling stock 18" x 60".
 2. Turning tools capable of turning any hoisting machine and motor generator commutator on the job-site.
 3. Machine tools capable of turning main motor drive sheave grooves on the machine.
 4. Torque wrenches, and other small tools.
 5. New replacement parts (coils, springs, brushes, relays, rollers, bearings and packing where applicable) for at least 10% of the elevators of this specification.
 6. List source of major replacement parts such as worm and gears, commutator bars, field coils for gearless machines and drive sheaves. Indicate which of the above parts are available in your facility.
 7. List source of major solid-state board replacements and repairs.
- c. That he has total responsibility and contracts in effect for a group of elevators, not less than five (5), of a single company, agency or institution for a period of not less than five years. List the contract, showing company or agency, company representative responsible for supervising the contract and complete elevator characteristics.

The Contractor shall use only skilled, competent, trained elevator personnel having a minimum experience of three years in maintaining elevator systems similar to those in this specification who will be properly supervised. (It is not necessary for all the required experience to have been acquired with the Contractors firm). If, due to the fault or neglect of the Contractor, his agents, or employees, any of the City's property, equipment, stock or supplies are lost or damaged during performance of this contract, the Contractor shall be responsible for such loss or damage, and the City, at his option, may either require the Contractor to replace all property, or to reimburse the City for full replacement value of the lost or damaged property.

D. SCOPE OF WORK

The Elevator Contractor not only will furnish all material and replacement parts, but shall provide all labor, supervision, tools, diagnostics, solid state boards, software, supplies and other expenses necessary to perform a full maintenance service program, and repairs of every description, including inspections, adjustments, cleaning, tests as herein specified for all equipment under this contract.

The Contractor will use competent trained personnel directly employed and supervised by his organization. They shall be qualified to keep the elevator equipment properly adjusted and will use all reasonable care in maintaining the equipment in a proper and safe operating condition.

They shall regularly and monthly examine, adjust, lubricate and clean; and when conditions warrant, repair or replace any mechanical, electrical, moving or stationary parts as listed, providing the specific item is incorporated within, or a segment of, the elevator unit.

1. Machine: Worm and gear, gearless armatures, castings, pinion gear, thrust bearings, main bearings, lateral bearings, shafts, drive, secondary and compensation sheaves, sheave shafts and bearings, brake pulley and brake coil, brake shoes and linings brake pins and brake contacts, sound isolation, and all other machine component parts.
2. Motor and generator windings, rotating element, commutator, bearings, field coils, armature and stator, shaft, collector and slip rings, rotor, motor bearings. SCR drives, AC drives, transformers, choke panels.
3. Pumps and motors, bearings, pulleys, belts, pins, contacts, sound isolation and other component parts.
4. Hydraulic fluid system: valves, packing, seals, hoses, pumps, motors, tanks, reservoirs, piping, cylinders, jacks, casings, couplings, joining and scavenger system, all piping.
5. Controller, Selector, Dispatching Equipment: All relays, rectifiers, solid state components, boards, resistors, condensers, transformers, contacts,

conductors, dash pots, timing devices, selector switches, computer devices, steel selector tape, mechanical and electrical driving equipment, coils, solenoids, resistance grids, magnets and inductors, switch assemblies, and springs, microprocessors, transducers and printed circuit boards, wire and cable, arc deflectors, fuses, electronic tubes and all software. CRT monitors.

6. Governor: Governor sheave and shaft assembly, bearings, contacts and governor jaws, switches.
7. Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices, tracks, cams, rollers, locks and contacts, and chains.
8. Deflector, drive, compensating and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, adjustment shorting, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs, slowdown switches, leveling switches and associated cams and vanes, electronic components and steel tape assemblies, car and counterweight 2:1 sheaves.
9. Automatic power operated door operators, car door hangers, car door contacts, door protective devices, tracks, door clutch mechanism, closers and closer arms, load weighing equipment, car frame, car safety units, platform, wood platform flooring, elevator car guide shoes, gibs or rollers, cab steadying plates, car door gibs, elevator cab tops and car gates (vertical and collapsing). The intercommunication system and all related wiring in its entirety.
10. Replace all wire ropes as often as is necessary to maintain an adequate factor of safety as listed in A.S.M.E. Code A17.1 to equalize the tension on all hoisting cables. The Contractor shall also shorten the wire ropes as required to maintain the legal counterweight and related equipment clearances. Replace and repair as required traveling conductor cables including car, hoistway and machine room wiring, including the conductors extending from the main line switches to the controllers. The mainline switch together with fuses for it is excluded.

Contractor shall be responsible to re-lamp all indicator and lighting fixtures in the pit, machine room, car and hoistway. Cab lighting is excluded.

11. The Contractor will be responsible for fixture contacts, pushbuttons, key switches, locks, lamps and sockets of button stations (car and hall) lanterns, position indicators (car and hall), direction indicators, re-lamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, intercom systems, alarm bells.

12. Examine all safety devices and governors and conduct required bi-yearly, two year test, three year test, pressure tests, each fifth year perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. Car balance shall be checked and the governor will be recalibrated and sealed for proper tripping speed and tagged. All tests will be conducted in accordance with the provisions of the American National Safety Code, for Elevator and Escalators ANSI/ASME A17.1 Current Edition and Local municipal codes having jurisdiction. The Contractor will file all tests with local jurisdiction. Contractor will pay all filing fees.
13. Guide rails shall be kept free of dust and rust. Where roller guides are used, rails shall be kept dry and properly lubricated when sliding guides are used. Replace guide shoe rollers and gibs as required to insure smooth and satisfactory operation. Periodically examine rail brackets for tightness of bolts and nuts. File any rough surface, or gouge which may appear due to action of the safety devices, shorten rails as required to assure proper clearance at top and bottom of shaft.
14. Furnish and utilize lubricants, consisting of oils, greases, and compounds, blended specifically for elevator equipment. They shall be of the highest quality, and consistency for the purposes employed, and the parts, to which applied. The applicable operating oil shall be developed specifically for hydraulic elevators.

Cleaning compounds, waste cloths, and other materials, are to be supplied with the understanding that the cleaning agents employed shall not be flammable or noxious. This material shall always be stored in approved metal containers provided by the Contractor. All documentation on stored compounds required by City of Long Beach shall be supplied by Contractor. All storage neat and clean.
15. All replacement parts shall be new and specifically designed for the elevators on which they are to be used.
16. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compounds as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway doorframes are excluded from this contract.
17. The Contractor shall maintain all elevator equipment in hoistways, including rails, inductors, hatch door hangers and tracks, machine rooms, secondary levels, and pits and assigned elevator contractor work space in a clean orderly condition, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean. This work shall be done at least annually.

18. The Contractor shall be responsible for notifying the City of Long Beach (in writing) of the existence or development of any defects in, or repairs required to, the elevator equipment, which he does not consider to be his responsibility under the terms of the contract. The Contractor shall furnish the City with a written estimate of the cost to correct any such defects or make the required repairs. The City of Long Beach reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
19. The Contractor shall be responsible for giving immediate notice to the City of any condition which he discovers that may present a hazard to either the equipment or passengers.

E. ITEMS EXCLUDED FROM CONTRACT

1. The Elevator Contractor shall not be responsible for upgrading equipment to meet changes in Code requirements, nor to install new attachments on the elevators whether or not recommended or directed by Insurance Companies or by Governmental Authorities having jurisdiction.
2. The Contractor shall not be required by this agreement, except as noted herein, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representative and employees, or by any other proven cause beyond the Contractors control except ordinary wear and tear.
3. Following items related or incorporated in the elevator system are not included in this contract:
 - A. Refinishing, repairing or replacing, car enclosures, car door panels, light tubes and bulbs, handrails, mirrors and carpets.
 - B. Hoistway door panels, frames and sills.
 - C. Masonry and related structural.
4. Furthermore, the elevator contractor shall not be liable for any loss, damage or delay due to any cause beyond the contractor's control. Contractor shall not be liable for any loss, damage or delay due to any cause beyond the Contractor's control resulting from acts of government, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God.

F. MAINTENANCE SERVICE SCHEDULE

1. Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum of down time for any portion of the system.

2. Not more than one elevator shall be put out of service at one time for regular maintenance lubrication, and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the City of Long Beach or his designee to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than the usual trouble shooting time of approximately 60 minutes, the Contractor shall notify the City of Long Beach or his designee when the elevator was taken out of service, the reason why, and what time the elevator is expected to be returned to service for proper and safe operation.
3. When an elevator is shut down, the owner may require the contractor to place a sign, or tape at each opening stating: "This elevator being serviced, please use other elevator" or required wording as per code. A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the City for necessary corrective action during the Contractor's routine visits.

G. QUALITY IMPROVEMENT COMMITMENT

During the first six months of this Agreement term, and quarterly thereafter, the contractor will accomplish the following operational quality improvements to all geared and gearless elevators:

- a. Clean and adjust to proper operation all door interlocks.
- b. Clean and adjust to proper operation all door operators and door relating mechanisms.
- c. Vacuum and clean all controllers and replace all worn controller contacts and shunts.
- d. Blow out or vacuum and dust all rotating equipment.
- e. Clean elevator machine rooms and pits.
- f. Install metal, lockable parts cabinet in elevator machine room.
- g. Insure that elevator system is operating in accordance with agreed upon performance specifications. These agreed performance specifications shall be mutually agreed to by contractor, owner and owner consultant.

Contractor and purchaser agree that in the event the Contractor does not accomplish the above operational quality improvements (a through g) prior to the end of the sixth month of the initial Agreement term, then Purchaser shall have the option to declare a default of this Agreement and initiate termination process in accordance with DEFAULT CLAUSE provision of this Agreement.

H. MAINTENANCE SERVICE RECORDS

The Contractor shall provide and keep current suitable owner approved check charts in the machine room for each elevator. Upon completion of maintenance, the Contractor shall properly initial the chart to indicate the work has been completed. The Contractor Superintendent is required to review the maintenance and initial check charts monthly.

I. MAINTENANCE RESPONSIBILITY

1. The Contractor will conduct monthly evaluations of equipment performance including contract speed, acceleration and deceleration, door operation, riding quality, car leveling, floor to floor time, system operation. If after these evaluations are conducted and conditions warrant, the Contractor will perform the necessary adjustments, repairs and replacements to return the equipment to the original as built quality. The Contractor is to issue report and performance check list to the City on the results of equipment evaluations within ten (10) days of completing evaluations.
2. The City of Long Beach or Consultant reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators, and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be his responsibility to make the necessary corrections within 10 days after his receipt of such notice. In the event that the deficiencies have not been corrected within 10 days or within 24 hours if elevator is inoperative, the Owner may terminate the Contract and employ a Contractor to make the corrections at the original bidder's expense.
3. To the extent possible given the existing conditions of the equipment and the building's elevator usage, the Contractor will make a good faith effort to achieve a reduction to the level of not more than five callback/shutdown on average per month; excluding failures due to vandalism, misuse or other causes beyond the Contractor's control.
4. The Contractor will document callbacks and report the results to the Purchaser's representative monthly.
5. Contractor will meet with Purchaser's representative monthly, if so requested, during the first six (6) months of the Agreement term and quarterly thereafter to discuss specific building needs and also to review any equipment malfunctions from the prior period, trends and Contractor's program for the subsequent period. Further, an executive of the Contractor's office will meet with the Purchaser's representative on a quarterly basis.
6. Contractor will make periodic checks of the group dispatching and supervisory system and make necessary test and adjustments to maintain them as installed. A minimum of an annual check (traffic study) is to be provided.
7. Approximately six (6) months prior to the end of the contract term, the City of Long Beach or his designated representative will make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, the City shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

J. PERFORMANCE HOURS AT THE SITE

All labor under this Maintenance Program will be performed during the regular working hours and days of this Contract. A qualified staff of mechanics and helpers will be at the discretion of the Contractor, available to properly and diligently complete all work as required and specified at the site.

The performance of this program requires that the hours allotted each month, on each elevator unit, be combined and consecutively arranged to allow for a continuous presence at the buildings in the execution of the scheduled tasks, chores, and assignments. This would allow the Maintenance Activities to be confined over a definite prescribed period of time, in days, rather than spread the coverage over many days, with minimum hours per day. Example: 2 hours per elevator per month, = 4 elevators x 2 hours = 8 hours. Maintenance shall be performed as convenient as not to interrupt normal building operation and traffic flow. The Contractor shall issue document listing total number of hours for maintenance each month per elevator. This document becomes part of the contract.

Emergency Call Back Service will be available at all times, 24 hours per day, 7 days a week. The Contractor agrees to have a qualified mechanic report to the building within one half (1/2) hour for emergency calls after normal business hours, half (1/2) hour for calls during normal business hours after receipt of a request for this service by telephone or otherwise from the Owner or his representative. The City shall be provided with names, and telephone numbers of the persons to be contacted for this service.

The Contractor will provide emergency call back service on Overtime For All Elevators as part of base price of this agreement

During the term of the contract, the City or its representative may authorize the Contractor to use overtime in order to expedite major repairs and maintenance on the elevators. This authorization will be granted only in those instances where the City has made a determination that such action is in his overall best interest. When this authority is granted, the Contractor shall pay his employees their usual overtime hourly rate, and the owner will reimburse Contractor for the difference between the employee's regular hourly rate and their premium overtime hourly rate. This provision shall not apply to overtime paid to employees to perform emergency callback services. The overtime cost shall not exceed 50% of Contractor's normal rate for team or individual. Contractor will issue a document showing hourly rate as of date of Contract. This document becomes part of the Contract.

The overtime cost shall not exceed 50% of Contractor's normal rate of team or individual. Contractor will complete Section D showing hourly rate as of date of Contract. The added cost shall be the difference between the actual overtime cost and actual straight time cost.

The actual cost shall be the amount that the Contractor is required to pay to his/her employees on the job-site together with any amounts that he/she is required to pay on their behalf contributions to various fringe benefits.

Obtain from the City's agent prior written authorization for overtime to be worked and chargeable, as described above, to the City's agent. This authorization shall be for specific amounts and for specific times.

K. SPARE PARTS

1. In addition to the minor spare parts, maintained at the site, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator system concerned. The inventory shall include, but not necessarily be limited to, the following:
 - a. Lamps, minimum two each type.
 - b. Door operator motors and gear reduction units.
 - c. Transformers and rectifiers for each type and size used.
 - d. Relays and switches, minimum one of each type.
 - e. Generator and motor brush sets for each type and size used.
 - f. Generator rotating elements.
 - g. Controller and selector switch contacts and coils for each size and type used.
 - h. Selector tapes and encoders (when used).
 - i. Door interlocks.
 - j. Complete set of all wiring diagrams and schematics
 - k. Car door photo electric safety device.
 - l. Hanger rollers for both car and landing doors.
 - m. Limit switches and terminal stopping switches.
 - n. Roller guides for car and counterweight.
 - o. Proven solid state control boards, cards, software and diagnostic tools or instruments.(One set per bank)**
 - p. Flexible guide shoe gibs and/or roller guides.
 - q. Machine bearings and field coils.

- r. Armature and Stator complete with windings for all motors.
 - s. Brake magnets, cores, coils, and related items for repair of the brake.
 - t. SCR drive, transformer and choke panel
2. The Contractors shall provide at the building spare parts metal storage cabinets and metal containers for storage of waste and other flammable materials.

L. PRESENT EQUIPMENT, WIRING AND CIRCUIT CHANGES

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing by the City as hereinafter provided, any changes or upgrades performed become part of the owners equipment.

The Contractor shall submit any proposed change to the City of Long Beach for approval. This submission shall be in quadruplicate and it shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the Owner, the Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system.

M. SAFETY INSPECTION AND TESTS

All service and repair work shall be performed and executed in compliance, and conforming to the regulations and directions of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ANSI/ASME A17.1, latest edition. Periodic inspections and tests of the elevators, as required, by this Code, as well as safety ordinances in effect by governmental jurisdictions, are to be carried out and discharged by this Contractor.

The Contractor shall provide personnel, who are thoroughly familiar and informed with the equipment, to perform, accomplish, and complete each test. This shall be preceded by an examination, investigation and checking of each safety device, namely: governors, buffers, safety mechanism, etc. He shall implement formal safety tests and inspections as required, detailed, planned, and outlined in the ANSI/ASME A17.1 Code.

Produce quarterly tests of each of the Elevators, Fireman's Recall Emergency Service System. This process shall be conducted, in the presence of the elevator inspector, if required, and representatives of the City.

Tests administered and arranged on a bi-annual, two year, and five year, time interval shall be scheduled, achieved, and consummated by this Contractor for all devices as required by A.S.M.E. A17.1 code standards.

TEST

DATE OF LAST TEST

Bi-Yearly No Load Safety Test

Two (2) Year No Load Safety Test

Five (5) Year Full Load Safety Test

Buffer Test

Hydraulic Pressure Test

After completion of these required tests, and inspections, a document will be submitted, indicating at least, the following information. This document, may be the Contractor's standard form, or forms provided by the agencies having jurisdiction.

1. Type of test.
2. Name of organization performing test.
3. Address of the facility being tested.
4. Elevator identification No.
5. Car capacity.
6. Speed.
7. Type of elevator.
8. Type of machine.
9. Manufacturer of Safety.
10. Type of Safety.
11. Indication that governor has been checked for proper tripping speed and that the overspeed switch is functional.
12. Type, size and condition of governor rope before and after test.
13. Load at which safety was tested.
14. Speed at which governor tripped.

15. Length of marks on each guide rail made by safety jaws.
16. Number of turns remaining of Drum, if Wedge Clamp Safety.
17. Did car or counterweight set level?
18. Did governor set satisfactorily?
19. Was governor calibrated? At what speed?
20. At what speed and load were buffers tested?
21. Was oil level satisfactory after test?
22. Indicate plunger compression return time.
23. Indicate Date Test was made.
24. Signature of individual performing tests.
25. Any additional remarks that are applicable.

After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. All seals or settings of equipment, if altered, shall be properly replaced or set. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper and normal working conditions. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor. The Contractor shall be responsible for filing all documents with agencies having jurisdiction. The City will be responsible for all filing fees.

N. VIOLATIONS

On due notice from the City of Long Beach, the Contractor will comply with violations from the Department of Housing and Buildings for repairs covered. All fees and violation costs shall be paid by the Contractor.

O. DRAWINGS AND WIRING DIAGRAMS

1. Drawings and wiring diagrams which are furnished by the City shall be maintained and revised by the Contractor periodically as changes occur. At the expiration of the Contract, the Contractor shall turn over to the City three copies of the drawings and wiring diagrams, completely revised to date, covering each elevator. These drawings and wiring diagrams shall faithfully represent the "as modified" condition existing at the expiration date.

*Full Service Elevator Maintenance and Repair Agreement
City of Long Beach*

2. Any and all drawings and wiring diagrams furnished the Contractor by the City or drawings and wiring diagrams prepared by the Contractor for work under the contract shall be considered the property of the City and shall be accessible to the Owner or his representative at all times, and be turned over to him upon demand.

SECTION "D"

PRICING

Full Service Elevator Maintenance and Repair Agreement
City of Long Beach

- A. Provided all services to be rendered by Contractor under this contract and all other obligations of Contractor hereunder shall be fully and timely performed, City of Long Beach shall pay to Contractor, as full compensation for the rendering of all such services, the sum \$21,300.00 per year, billed monthly at \$1775.00 exclusive of all sales and excise taxes. Vendor shall submit invoice upon completion of scheduled maintenance and repairs required noted during said maintenance. All requests for payment shall be submitted to City of Long Beach directly, to the attention of Rosemary Alton. Invoice shall be in the following format: specify payment amount as agreed in this contract, along with work order number and period for payment request. Invoices shall be submitted by the 10th of each month. No other compensation shall be payable by City of Long Beach to Contractor for benefits to Contractor's staff, or for overtime, supplies or otherwise, unless agreed by City of Long Beach.
- B. The rates listed in Paragraph B are effective as of January 2017 through the term of the Contract. Adjusted annually as per union Labor Agreement not to exceed 3% per year and as stipulated in the following:

20% is the material portion of the monthly maintenance price which will be increased or decreased by the percentage of increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics during the month within which falls the yearly anniversary of the commencement of the service as compared with the index initially used. The Contractor to issue to the City of Long Beach, copy of index, published by the U.S. Department of Labor.

80% is the labor portion of the monthly maintenance price which will be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost of the month within which falls the yearly anniversary of the commencement of the service as compared with such straight time hourly labor cost initially used in determining the original price. The phrase "straight time hourly labor cost" means the sum of the straight time hourly rate paid to elevator "maintained mechanics" in the geographical area where the equipment is to be maintained, plus the average hourly cost of Fringe Benefits paid to these elevator mechanics. "Fringe Benefits" are defined as benefits granted in lieu of or in addition to hourly rate increase, and include Pensions, Vacations, Paid Holidays, Group Life, Medical, Accident and Hospitalization Insurance as related to company policy.

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).

Appendix A

Contract:

Item 2 & Section C

It is understood and agreed that our proposal is hereby incorporated and made part of this Agreement.

Item 9 & Section A Articles 4 & 14

We will supply an insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Unitec does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract.

You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Unitec.

Item 10 & 14

We agree to abide by Customer's Safety Policy as long as said policy is not in conflict with our own Safety Policy.

Unitec agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on Unitec because of your acts or omissions or anyone employed by you shall be borne by you.

Section A

Items 13 & 13A

Unitec does not agree to termination for convenience purposes.

The Customer may, by written notice to Unitec, terminate this Contract if Unitec fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

Item 16

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

Section B

Add: Force Majeure

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, labor disputes, strikes, lock outs, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.

SEARCHED AND TESTS

Unitec supports your efforts in attempting to maintain a safe, healthy and productive working environment; however, we cannot agree to authorize any party to search our employees or require our employees to submit to any tests. Unitec will take appropriate action in the event that you advise us of any action by any of our employees that is contrary to the maintenance of a safe, healthy and productive workplace.

January 17, 2017

Item No. |
Resolution No. 5/17

The following Resolution was moved by Pres. Torres
and seconded by Ms. Moore :

Resolution Authorizing the City Manager to Enter into a
Contract for the Servicing and Maintenance of Five (5)
Passenger Elevators from the Lowest Responsible Bidder.

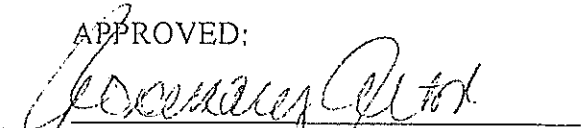
WHEREAS, after due advertisement therefore, bids were received in the Office of
the City Purchasing on Tuesday, January 10, 2017 at 12:00 noon for a full service elevator
maintenance and repair contract for five (5) passenger elevators (two located in City Hall, one
located in the Senior Community Center, one located at the Ice Arena and one located in the
MLK Center) according to plans and specifications on file in the Office of the City Purchasing
Agent; and

WHEREAS, Unitec Elevator, 97-20 99th Street, Ozone Park, New York 11416
was the lowest responsible bidder as per specifications, for a five (5) year Service and
Maintenance Contract, at an annual cost of \$21,300.00 for all five elevators;

NOW, THEREFORE, be it

RESOLVED, by the City Council of the City of Long Beach, New York that the
City Manager be and he hereby is authorized to enter into a contract with Unitec Elevator, 97-20
99th Street, Ozone Park, New York 11416 to service and maintain five (5) passenger elevators for
a period of five (5) years commencing February 1, 2017 as per specifications on file in the Office
of the City Purchasing Agent, at an annual cost of \$21,300.00. Funds are available in Account
No. A1620.54445 (Municipal Building-Maintenance Contracts), Account No. A7310.54445
(Youth & Family Services-Maintenance Contracts), Account No. A7141.54445 (Ice Arena-
Maintenance Contracts) and Account No. A7140.54440 (Recreation-Contract Services).

APPROVED:



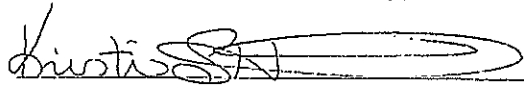
City Purchasing Agent

VOTING:

APPROVED AS TO ADMINISTRATION:

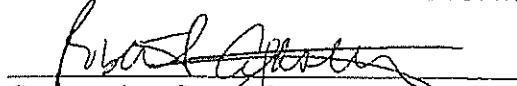
City Manager

APPROVED AS TO FUNDS:



City Comptroller

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel

- Council Member Mandel - AYE
- Council Member Moore - AYE
- Vice President Eramo - AYE
- President Torres - AYE

January 17, 2017

Item No. |
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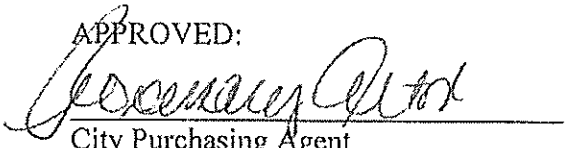
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Maintenance Contract, at an annual cost of \$21,300.00 for all five elevators;

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Maintenance Contracts) and Account No. A7140.54440 (Recreation-Contract Services).

APPROVED:




City Purchasing Agent

APPROVED AS TO ADMINISTRATION:



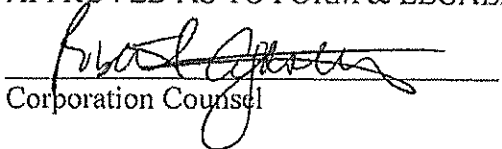
City Manager

APPROVED AS TO FUNDS:



City Comptroller

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel

VOTING:

- Council Member Mandel - AYE
- Council Member Moore - AYE
- Vice President Eramo - AYE
- President Torres - AYE