

# Midtown Elevator Co. Inc.

Standard Maintenance Agreement

24 HOUR SERVICE

7 DAYS A WEEK

MEMBER OF



2<sup>nd</sup> Location:

3483 Fort Hamilton Pkwy  
Brooklyn, New York 11218

Phone: 888-964-3869

491 Grand Avenue,  
Englewood, New Jersey 07631

[mte@midtownelevator.com](mailto:mte@midtownelevator.com)

Fax: 201-871-1008

January 01, 2024

Masaryk Towers Complex  
c/o Metro Management Dev.  
61 Columbia Street  
New York, NY 10002

## STANDARD MAINTENANCE AGREEMENT

MIDTOWN ELEVATOR CO., INC. (herein MIDTOWN) Proposes to provide MIDTOWN MAINTENANCE as specified herein for the following described equipment located at:

Location to Service:

Type – Passenger (16 DEVICES)

65 Columbia Street --Device# 1P27478, 1P27479, 1P27480

75 Columbia Street --Device# 1P27473, 1P27474, 1P27475, 1P27476, 1P27477

83 Columbia Street—Device# 1P27481, 1P27482, 1P27483, 1P27484, 1P27485

232 Delancey Street (71 Columbia Street) —Device# 1P27486, 1P27487, 1P27488

1. The Company will monthly lubricate and furnish lubricants; inspect and clean machine, motor, generator, controller, automatic car door operating parts, worms, gears, thrusts, bearings, slack cable switches, brake coils, brake shoes, brake linings, brake stands, brake arms, brake pulley and coupling, windings, rotating elements, rotors, stators, slip rings, motor bearings, coils, contacts, resistors, magnet frames, contact switch assemblies, braids, springs, controller fuses, insulators, solenoids, resistance grids, car door motor and other mechanical parts, as specified herein.

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**In addition, the Company will:**

- Inspect main machine for proper operation and oil leaks
- Inspect motor bearings and lubricate as needed with proper grade lubricant
- Check oil level of the machine, refilling same as required with proper grade lubricant
- Inspect worm and gear for proper operation and premature wear
- Lubricate worm and gear with proper grade lubricant
- Inspect bearings for proper operation and lubricate as needed
- Empty drip pans
- Inspect and lubricate governor tension sheave
- Inspect counterweight ropers for excessive stretching and proper clearances
- Inspect all wire ropes to determine their condition and premature wear
- Inspect and examine all electrical cables to determine their condition and check junction boxes for proper wiring connections
- Examine car safety devices, governors and tension sheaves
- Inspect all electrical contacts and carbons for proper operation
- Clean periodically top of car
- Inspect, clean and lubricate door operator parts
- Inspect and clean door and gate release switches
- Inspect and clean hoistway limit switches
- Inspect, clean adjust door limit switches
- Inspect coils for proper operation
- Lubricate car and counterweight rails
- Inspect controller leads, contacts, springs, and pins for operation and excessive wear
- Inspect and lubricate relay pins
- Inspect car guide shoes for disproportionate wear
- Inspect and check signaling devices for proper operation
- Inspect periodically brake, brake lining for excessive wear and clean brake pulleys
- Check oil level in lubricators and refill as needed
- Clean pit

**2. The following repairs and renewals are covered by this contract:**

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**Controller:** Holders, shunts, braided connectors, leads, insulators, fuses, springs, coils, resistors, capacitors.

**Generator:** Carbon brushes, brush holder springs, brake springs, residual spaces, brake contacts.

**Hoistway:** Car gate contacts, springs, release rollers, rubber bumpers.

**3. Exclusions:** Full shaft cleaning is not included in this contract. Should the Owner request a full shaft cleaning, an additional charge will apply. In any case, the Company technician may minimally assist the building personnel by raising the elevator and allowing access to the pit during the regular maintenance only.

**4. All work in connection with this contract, as stated above, is to be performed during our regular business hours between 8:00am and 4:30pm from Monday through Friday, except for legal holidays.**

**5. Special provisions:** This contract includes 24 hours emergency response service.

**6. It is understood that in consideration of the Company's performance of the service as stated herein at the price stated, nothing in this agreement shall be construed to mean that the Company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts of the Company or its employees and that the owner's own responsibility for accidents to persons or property while riding in or being in or about the elevators referred to is in no way affected by this agreement. The owner will maintain personnel competent to inspect and detect the irregularities or idiosyncrasies in operation and will shut down the elevators upon detection of it and notice of such to the Company.**

**7. The Company shall not be held responsible or reliable for any loss, damage, detention or delay caused by non-operation of said equipment or by reasons of strikes, lockouts, blackouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is**

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unavoidable or beyond its control, or in any event for consequential damage. No work, service, or liability on the part of the Company other than those specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the services described.

8. SPECIAL CONDITIONS, if any Five Year and 1 Year Tests are included in this contract. PURCHASER is responsible for hiring and paying for third (3rd) party witness company. Periodic inspection is the owner's responsibility to hire and pay third (3<sup>rd</sup>) party witness company to perform tests.

### Price

THE ANNUAL CONTRACT PRICE OF: ONE HUNDRED TWENTY THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS AND 60/100 CENTS (\$120,633.60), Payable in Monthly installments of TEN THOUSAND FIFTY-TWO DOLLARS AND 80/100 CENTS (\$10,052.80) (plus tax) upon presentation of invoice. When payments are late, the purchaser agrees to pay MIDTOWN. Two percent (2%) late charge whichever is less on the unpaid balance per month.

THERE is a service charge (\$35.00) for any check not honored by your bank.

ACCEPTED FOR

ACCEPTED FOR

PURCHASER:

MIDTOWN ELEVATOR CO. INC

MASARYK TOWERS  
61 COLUMBIA ST.  
NEW YORK, N.Y. 10002  
Company \_\_\_\_\_

By \_\_\_\_\_

Print Name and Title M. MANSITSON MANAGER

Date 1-1-24

By \_\_\_\_\_  
Wes Pierorazio

Title President

Date 01/01/24

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## **TERMS and CONDITIONS**

This service shall begin on the first day of **01/01/2024** and shall continue for a period of 1 year and from year to year thereafter until terminated. Either party may terminate this agreement by giving the other party thirty- (30) day's prior written notice.

The Purchaser agrees to pay as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment to which this proposal relates, imposed by any law enacted after the date of this proposal or imposed upon him by any existing law. In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms, and conditions of this proposal shall govern in the event of conflict.

If monthly payments are not made in accordance with the terms of this agreement when due, MIDTOWN may elect to cancel this agreement at will and shall not be liable for any acts or omissions during the period of fault, whether election is made to cancel the agreement or not and any attorney collection fees and interest incurred by MIDTOWN will be paid by the Purchaser. Upon receiving payments on arrears plus attorney collection fees, and interest MIDTOWN may, at its option, continue to render services hereunder, but such continuance shall not constitute a waiver of any of its rights because of such fault.

After the expiration date of the first year of this contract, the contract price stated herein, shall be increased or decreased by the percentage of increase in the straight time hourly labor cost, including the net cost of "Fringe Benefits", to become effective on the month following the date of such increase or decrease in labor costs.

By reason of the price stated herein, the nature of the service and of the equipment and its operation by and under the supervision of the Purchaser, it is stipulated that MIDTOWN'S service and responsibility are limited and restricted to the extent following:

It is agreed MIDTOWN does not assume possession, management or control of any part of the equipment, but such remains the Purchaser's exclusively as the owner (or lessee) thereof, and the Purchaser, as a condition, shall indemnify and save MIDTOWN, its agents, servants, or employees harmless for any claims for injury to persons except during periods of work when and if MIDTOWN'S employees actually take charge of the equipment.

MIDTOWN will respond to calls from the Purchaser for any conditions that require any adjustments or repair with the understanding that when not working in, about or on the said equipment MIDTOWN shall not be responsible for leveling of cars at landings, accidental application of car safeties, eccentricities in the operation of car doors, shaft doors, or their locking devices and for any situation that may occur that cannot be revealed by the ordinary visual examination offered with this service.

The Purchaser shall shut down the equipment immediately upon manifestation of any irregularity in operation or appearance in the equipment, notify MIDTOWN at once, and keep the equipment shut down until completion of repairs, and further, shall keep the equipment under continuous surveillance by competent personnel to detect such irregularities between periods of MIDTOWN'S examination. The Purchaser shall give MIDTOWN written notice within 10 days after occurrence of any accident in or about the elevator.

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide the Purchaser with the maximum of service from these items listed, MIDTOWN is accepting them in their present condition, with the understanding that the Purchaser is to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced. The charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. The Purchaser is to pay for that portion of the items used prior to the date of this agreement and MIDTOWN is to pay for the portion used since the date of this agreement.

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<b>Billing Address:</b>	
Street	
City/State:	
Zipcode:	
<b>Accounts Payable:</b>	
Name:	
Email:	
Phone #:	
<b>Super:</b>	
Name:	
Phone:	
<b>Last Inspections:</b>	
CAT 1:	
CAT 5:	
<b>DOB NOW Registered Email:</b>	
<b>Witness Company:</b>	